



## MINUTES

### SELECT BOARD

**10/26/2021**

**5:00PM VIA ZOOM**

Present: Select Board Member, Heather Hamilton, Select Board Member Bernard W. Greene, Select Board Member Raul Fernandez, Select Board Member John VanScoyoc, Select Board Member Miriam Aschkenasy

#### OPEN SESSION

Question of entering into Executive Session for the reasons listed in item 2 and 3.

Chair Hamilton declared that the board shall enter into executive session to discuss strategy with respect to litigation because an open meeting may have a detrimental effect on the bargaining or litigating position of the public body, and to review/approve minutes. The board will reconvene in open session.

On motion it was,

Voted to enter into executive session.

Aye: Heather Hamilton, Bernard Greene, Raul Fernandez, John VanScoyoc, Miriam Aschkenasy

#### EXECUTIVE SESSION - LITIGATION

For the purpose of discussing litigation strategy in the claim of 26 Holly Lane Hollyheath Court Condominium Trust against the Town.

#### EXECUTIVE SESSION - EXECUTIVE SESSION MINUTES

Question of approving the Executive Session meeting minutes from:

October 12, 2021

October 25, 2021

#### ANNOUNCEMENTS/UPDATES

There were two cases of Covid reported in the public schools; not students. This is good news because the numbers are going down.

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The Flu Clinic was a success, there were almost 500 vaccinations.

The Brookline rotary will hold a Dog Day Saturday at Brookline Ave playground.

EDAB will hold a meeting tomorrow night with a presentation of projects included in the Coolidge Corner & JFK Crossing Rapid Recovery Plan

#### PUBLIC COMMENT

No comments

#### MISCELLANEOUS

Question of approving the following meeting minutes:

Tuesday, October 19, 2021

Tuesday, October 25, 2021 (withdrawn, wrong date)

On motion it was,

Voted to approve the minutes from October 19, 2021 as amended.

Aye: Heather Hamilton, Bernard Greene, Raul Fernandez, John VanScoyoc, Miriam Aschkenasy

#### LOCAL ACTION UNITS

Question of authorizing the Board Chair to sign the Local Action Units application to add four affordable units to the town's Subsidized Housing Inventory.

On motion it was,

Voted to authorize the Board Chair to sign the Local Action Units application to add four affordable units to the town's Subsidized Housing Inventory.

Aye: Heather Hamilton, Bernard Greene, Raul Fernandez, John VanScoyoc, Miriam Aschkenasy

#### MEMORANDUM OF AGREEMENT REGIONAL BIKE SHARE PROGRAM

Question of approving and Authorizing the Town Administrator to execute a revised Memorandum of Agreement between the Town of Brookline, the Cities of Boston, Cambridge, Everett and Somerville and Lyft Bikes and Scooters related to the participation of the parties in the Bluebikes regional bike share program.

On motion it was,

Voted to approve and Authorizing the Town Administrator to execute a revised Memorandum of Agreement between the Town of Brookline, the Cities of Boston, Cambridge, Everett and Somerville and Lyft Bikes and Scooters related to the participation of the parties in the Bluebikes regional bike share program.

Aye: Heather Hamilton, Bernard Greene, Raul Fernandez, John VanScoyoc, Miriam Aschkenasy



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#### TEMPORARY WINE AND MALT BEVERAGES NON SALES LICENSE

Question of approving a Temporary Wine and Malt Beverages Non Sales License to The Larz Anderson Auto Museum to be held on Friday, October 29, 2021 for Annual Club Dinner 6:00PM – 11:00PM at 15 Newton Street. 100 people expected to attend.

On motion it was,

Voted to approve a Temporary Wine and Malt Beverages Non Sales License to The Larz Anderson Auto Museum to be held on Friday, October 29, 2021 for Annual Club Dinner 6:00PM – 11:00PM at 15 Newton Street. 100 people expected to attend.

Aye: Heather Hamilton, Bernard Greene, Raul Fernandez, John VanScoyoc, Miriam Aschkenasy

#### CALENDAR

#### CYPRESS STREET REALTY TRUST SETTLEMENT

Question of ratifying and approving the terms of the Settlement Agreement executed by the parties and the Mediator, J. Owen Todd, on September 29, 2021 in the lawsuit 107-111 Cypress Street Realty Trust v. Town of Brookline, Norfolk Superior Court Case No. 19-0361, and authorizing the Office of Town Counsel and Special Counsel John Leonard to take all steps necessary and proper to settle and dismiss the case.

Chair Hamilton announced that a settlement agreement has been reached with the previous owner of this property.

On motion it was,

Voted to ratify and approve the terms of the Settlement Agreement for the lawsuit 107-111 Cypress Street Realty Trust v. Town of Brookline, Norfolk Superior Court Case No. 19-0361, executed on September 29, 2021 by and between the Mediator J. Owen Todd, representatives of the Town and the Plaintiff AND TO authorize and delegate to Town's counsel, including the Office of Town Counsel and all related Special Counsel, the authority necessary and proper to take all steps to effect the final settlement of this case, including the preparation, execution and filing with the Norfolk Superior Court a Stipulation of Dismissal, With Prejudice and Without Costs or Attorneys' Fees, which Stipulation further provides that the parties waive all objections and rights of appeal and that the dismissal of the case shall enter on the Superior Court docket, forthwith.

Aye: Heather Hamilton, Bernard Greene, Raul Fernandez, John VanScoyoc, Miriam Aschkenasy

#### BOARDS AND COMMISSIONS - INTERVIEWS

The following candidates for appointment/reappointment to Boards and Commissions will appear for interview:

#### Commission on Disability

Elizabeth Schafer – *withdrawn*

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Shawn O'Neal

#### Housing Advisory Board

Shawn O'Neal

Shawn O'Neal has worked in various departments within the town. She holds a degree in Business Law and Sociology. Ms. O'Neal would like to offer her voice to the disabled community and participate on issues related to housing. She has served a tenant liaison in her building, which she enjoyed. Ms. O'Neal started the Brookline Food Co-op program many years ago. She has been an advocate in the bringing the community together.

#### SOOFA PRESENTATION

Review of the Pilot Program and Execution of General Services Renewal Agreement for Soofa Signs with Changing Environments, Inc. 213 Harvard St Suite 3I, Cambridge, MA.

Todd Kirrane, Director of Transportation, introduced Daniel West Cohen and Eleanor Evans from Soofa Signs.

From Mr. Kirrane's memo:

In August 2019, the Select Board approved a pilot agreement with Changing Environments, Inc. (dba Soofa) to install and maintain 23 of their solar powered electronic displays in the four commercial districts of Brookline Village, Coolidge Corner, St. Mary's, and Washington Square. The Soofa sign is best described as a stand-alone, solar-powered, electronic, visual, neighborhood-based, ad-funded social media platform with free and paid posting available to the Town, businesses, and other community organizations within the surrounding neighborhoods. It essentially acts as a digital community bulletin board aimed at letting pedestrians passing by know what's going on or is available in the area around them. The back of the sign includes a fixed poster that includes wayfinding information and interesting facts about Brookline, as a community, and is sponsored content by main advertisers. To date the two main advertisers have been Brookline Bank and Lantern. In addition to Town staff, the initial installation and pilot program was supported by Economic Development Advisory Board, the Pedestrian Advisory Committee, the Chamber of Commerce, the Coolidge Corner Merchants Association, and the Brookline Arts Commission.

Eleanor Evans made a PowerPoint presentation.

Discussion:

Board members expressed their concern with certain advertisers related to cannabis advertising. They expressed caution on censorship and legal aspects related to regulations on cannabis products. The board is concerned with this loophole; Soofa's major advertiser is a cannabis home delivery service.

Mr. Kirrane indicated that Town Counsel reviewed and is comfortable with the language in the document.

The board would like to further review comments submitted by TMM Alok Somani supported by residents:

1. Why would Brookline consider entering into an agreement that provides 20% of net revenue after all initial costs are recouped? If we would even consider a revenue sharing agreement with this structure, shouldn't we also set a ceiling on those costs or at least define what is meant by initial costs?

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2. Why would Brookline consider waiving all decision making authority over businesses that can advertise? Is that something we would consider more generally? I suggest that the town retain final decision authority.

3. The proposed agreement goes on to provide Brookline with 20% of the advertising time, subject to review and rejection by changing environments. So, we have no control over who can advertise, but anything the town wants to place is subject to rejection by a private third party?

The board would like to consider and review policy and the benefits to the town for allowing use of public spaces, and Soofa's data collection practices.

WARRANT ARTICLES \*taken out of order

Further review and possible vote on the following Warrant Articles for the November 16, 2021 Fall Town Meeting (STM 1):

Warrant Article 28 - Fur

Warrant Article 7 - Increase Marijuana Cap

Warrant Article 20 - Local Historic District Olmstead

Warrant Article 28 - Fur

Deputy Town Administrator Melissa Goff reviewed the Advisory Committee's revisions.

On motion it was,

Voted 5-0 Favorable Action on Article 28 as recommended by the Advisory Committee.

Aye: Heather Hamilton, Bernard Greene, Raul Fernandez, John VanScoyoc, Miriam Aschkenasy

Warrant Article 7 - Increase Marijuana Cap

Chair Hamilton noted that she would address language on policy reference and address equity applicants next week.

Melissa Goff added there are conversations on policy goals, it was determined that in trying to achieve these goals, the licenses may not be given out on a first come first serve basis.

The board discussed their policy that requires already met equity criteria set by the CCC. There is no scenario where the board can guarantee these licenses will go to ownerships with the majority being people of color. They can make sure they provide an open window to receive equity applications, and the policy will define that. They are removing the preference for Brookline residents. The policy will guarantee the license holder will qualify within the CCC equity program, and according to the applicant numbers, there is opportunity for diverse applicants. Critics have raised some good points and will be reflected in the language. The board noted they would have a good solid policy and warrant article.

On motion it was,

Voted 5-0 Favorable Action on Article 7.

Aye: Heather Hamilton, Bernard Greene, Raul Fernandez, John VanScoyoc, Miriam Aschkenasy

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#### Warrant Article 20 - Local Historic District Olmstead

The Board differed on what should be considered historic or not. One factor was the fact that these sites would be considered significant and historic, yet not accessible by the public to enjoy. What is the benefit of that? Board member Aschkenasy would support designating two of the properties, but not the four as packaged.

Board member Greene noted the former homes of Roland Hayes and John Wilson, both local residents of historic significance. These homes have a plaque outside, yet are now privately owned and not accessible to the public.

On motion it was,

Voted 3-2 Favorable Action on Article 20.

Aye: Heather Hamilton, Bernard Greene, Raul Fernandez, John VanScoyoc

Against: Raul Fernandez, Miriam Aschkenasy

#### INFLAMMABLE LICENSE PUBLIC HEARING CONTINUED

Question of approving the application for an Inflammables License at 20 Boylston Street, MA, for the keeping, storage and use of 24 automobiles.

The board considered this application incomplete. This item was held.

#### WARRANT ARTICLE PUBLIC HEARINGS

Public Hearing, discussion and possible vote on the following Warrant Articles for the November 16, 2021 Fall Town Meeting (STM1):

Warrant Article 14 - EDAB Disclosure

Warrant Article 19 - Nuisance Control

Warrant Article 22 - Gun Store

Warrant Article 23 - Off Street Parking (Zoorob)

Warrant Article 24 - Off Street Parking (Planning)

Warrant Article 25 - EV Ready Parking

Special Town Meeting 2:

Warrant Article 1 – Budget

#### Warrant Article 14 - EDAB Disclosure

Petitioner Jonathan Davis reviewed that this article adds one sentence to the current bylaw sec 3.10.12 that requires EDAB members to disclose in its minutes, overlapping memberships in EDAB and a private group when a private lobbying group asks EDAB to take a position on a matter that comes up for a vote,

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and disclose whether EDAB's members voted consistently or not consistently with the private lobbying groups recommendation. He added at a minimum this article provides transparency.

*In the Spring an advocacy group publicized itself to Town Meeting members and identified two of its leading members as also being members of EDAB. The group also adopted for itself a slogan EDAB has been using for years. The publicizing traded on the reputation of EDAB. Also, it implied that the group has influence within EDAB.*

Public hearing

Katha Seidman spoke against the article; she is troubled that only EDAB is singled out making it sound like there is some kind of financial corruption because some DAB members also serve on the Building a Better Brookline advocacy group. Although the petitioner says nothing about financial corruption, it cannot be assumed that association with an outside group could be corrupted. No one should have to choose between freedom of association and freedom of speech. Everyone should be able to become involved in town decisions.

Mike Toffel spoke in support of transparency, but feels this article is quite political. He feels it is poorly drafted and targets a particular group and EDAB members. If advocacy associations is a concern the Select Board can change their committee application forms without going the bylaw route.

Deborah Brown added this feels like an attack on people who have dedicated a great deal of time to public service. What is the intent of the article and where is the public good. It undermines town government at its purest.

Bob Lepson TMM9 spoke in opposition of the article. Why has EDAB been singled out? If disclosures need to happen, all boards should be included. He feels this article targets two members of EDAB that joined Build a Better Brookline.

Niami Sweitzer TMM10 spoke against the article; it is misplaced and inappropriately targets two members of EDAB. This article singles out members that participate in other groups; we already have a conflict of interest law.

Lisa Cunningham is a member of Building a Better Brookline and finds this article offensive and a political attack.

Michael Zoorob added that many residents feel the norms of civil discourse in Brookline is eroding and this is trying to silence them.

Scott Englander TMM6 spoke in support of the previous comments and supports a no action vote

Al Raine, member of EDAB added this is double standard and does not apply to the relationships with other committees and outside advocacy groups, just the Building a Better Brookline (BABB) and EDAB.

Paul Saner EDAB member reviewed the incident where the BABB slogan was used on EDAB letterhead.

That is no longer the case, and explained that he did not notice this, and act on it at the time because he is blind. EDAB has used that slogan for many years prior to the Advocacy Group. There was no one benefiting from using this name. He feels like he has been defamed.

Jonathan Davis responded that article 14 is not singling out two EDAB members. A private lobbying group has identified various committee members as being leaders of the lobbying group. The slogan EDAB had on their letterhead for over a decade had been adopted by the lobbying group and using it since 2020. This could make some feel that this private lobbying group is somehow involved with EDAB, and EDAB should have taken action earlier.

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The board expressed concerns on this article appearing to be a political attack, and assumes wrongdoing by association. The board noted that many residents are members of various advocacy groups and are involved in numerous affiliations of interest.

The Chair closed the hearing.

#### Warrant Article 19 - Nuisance Control

Petitioner Jonathon Davis noted that it is his understanding that there is new language to be considered by the Advisory Committee.

Mr. Davis reviewed his article: *Bylaw Article 8.29 (consisting of eight Sections) was enacted by Town Meeting in the May 2010 regular Town Meeting. It was introduced as Article 12, and the main motion was an amendment by the Select Board, which was supported by the original petitioners and by the Advisory Committee. Bylaw Article 8.29 was intended to give the police department a tool to control noisy and disruptive behavior, particularly at night and from parties inside apartments, that had been bothering neighborhoods near Boston University. It's now more than eleven years since Article 8.29 was enacted and, not surprisingly, Article 29 has become somewhat out of date. It has become somewhat out of date because the Bylaw only applies when there is a "residence or other private property, place, or location" [in the Bylaw called a "Premises"]; and there is "a legal owner of record of a Premises as listed by the tax assessor's records".*

Mr. Davis added that with new outdoor dining regulations any nuisance control outlined in the bylaw would not pertain to public outside dining locations. A portion of the current bylaw refers to brick and mortar restaurants; it does not apply to curbside in the public way or sidewalk space. He added that the Acting Police Chief has expressed concerns with gatherings on public ways and outside dining furniture when the restaurant is closed; the owner should not be responsible.

Public hearing: No speakers.

The Chair closed the hearing.

#### Warrant Article 22 - Gun Store

Petitioner Petra Bignami gave a PowerPoint presentation that outlines their goal to create a zoning bylaw to regulate firearms. At this time one could potentially open in any of the town's retail areas.

#### ***Section 4.14 FIREARM BUSINESS USES***

***1. Purpose.*** *To establish criteria for the establishment of Firearm Business Uses in the Town to address public safety concerns arising from the operations of such businesses and the potential disruption of peace and quiet enjoyment of the community. This Section 4.14 provides for separation between Firearm Business Uses and certain uses enumerated herein to maximize protection of public health, safety, and welfare in conjunction with the protections from G.L. c. 140, §122-131Y and other State laws and regulations. To the extent this section or any related section can be read to potentially conflict with G.L. c. 140 or other State laws or regulations, the section shall be interpreted to minimize any conflict with State laws or regulations while maximizing the furtherance of the public safety and other public purposes underlying this Section.*

- Regulate firearm business operations.
- To do so in a manner that does not create a ban

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- Location restrictions
- Schools – 1000 feet from schools
- Daycares 500 feet from daycares
- Residential abutters
- Operational restrictions and special permit process
- Required federal and State licenses prior to Special permit application

Public hearing:

Associate Town Counsel Jonathan Simpson noted that he had reviewed and revised the article language. He provided the board with resources, references and studies related to firearms, sales of firearms and proximity in the areas.

The board expressed concerns with potential legal challenges and inquired about other community-faced challenges. The board is seeking a legal analysis of the risks. The board acknowledged the constitutional challenges.

Ms. Bignami acknowledged the board's concerns and indicated the intent of the article is to be proactive rather than reactive as they saw with short term rentals. The petitioners balanced the risk and is treating this as a land use gap in the law that needs to be addressed; the risk not to address this is too big; there is the risk a gun store can come in and challenge us.

The Chair closed the public hearing.

#### Warrant Article 23 - Off Street Parking (Zoorob)

Michael Zoorob, co-petitioner reported that article 23 has been revised as a compromise between article 23 and article 24 submitted by the Planning Board. The Advisory Committee offers their own recommendations.

*This Warrant Article makes several modifications to the zoning by-law relative to parking space quotas for residential uses. First, it lowers the minimum number of required parking spaces for housing in the Transit Parking Overlay District to 1 space for larger dwellings and to 0.5 spaces per studio apartment (TPOD; see Figure 1 at the top of the next page). This reduces the required number of parking spaces for housing near public transit to levels comparable to the 1960s. Second, it allows the Zoning Board of Appeals to reduce the required number of parking spaces for residential uses if the ZBA determines that the diminution in parking spaces is not detrimental to the neighborhood and facilitates the provision of one or more amenities (e.g. greater open space). Third, it eliminates a provision imposing doubled parking requirements for housing occupied by non-related individuals. Fourth, it adds "SC" (single-family, with conversions to two-family) and "T" districts (two-family) to an existing provision in the zoning by-law allowing the Zoning Board of Appeals to reduce (or, as proposed, eliminate) the parking space requirement when an existing building is preserved and converted to allow additional units*

Mr. Zoorob made a presentation.

- Were the parking requirements always this high – background information
- Parking changes near public transit
- Article 23 includes requirements for accessible parking spaces equal to 5% of dwelling units
- Why should parking requirements be reduced (harm affordability, far in excess of car utilization)

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- Conversion of existing structures (allows ZBA flexibility, allows reductions up to 100% if ZBA and planning board deem appropriate) AC version restricts reductions to 50%.
- Reductions by special permit
- Conclusion

Public hearing:

Naomi switzer spoke in support of the article; we do not need 2 parking spaces for every 2 bedroom unit, we need more housing of different sizing and price points. Brookline is unaffordable for many.

Lee Biernbaum does not have a car, owns a parking space that he does not use. He thinks there are many unused parking spaces in Brookline, on valuable land. We need to address climate change and build affordable units.

Amanda Zimmerman TMM#7 added it is important to think about the impact of parking above and beyond what is needed. Underground parking can cost up to 100k per space and hinders affordability. We need to combat climate change and not incentivizing fossil fuels. This does not mean no parking will be built just not mandating the minimum parking requirements.

Brian Kane Chair, Transportation Board noted that the Transportation Board voted in favor of the compromised article.

Peter Deffebach spoke on rising rents in the Boston area and Brookline on average have rents \$1k more than greater Boston. Existing zoning does not provide enough incentives to reduce parking. This is a good mechanism to accomplish our goals.

Lisa Cunningham spoke in support as a co-petitioner. This article adds to the town's ability to create open space. Underground parking are built with concrete that is bad for the climate.

Scott Englander, TMM#6 supports the by right reduction as compromised. Special permits drive up housing costs. He spoke on the TPOD parking regulations adding the creation of parking increases car ownership adding to carbon emissions and air pollutions.

Michael Zorob addressed accessibility and transportation issues. There are disabilities that make people reliant on vehicles. A percentage of the total of amount of parking spaces have to be accessible spaces. As proposed, they created a separate requirement for accessible parking.

#### Warrant Article 24 - Off Street Parking (Planning)

Polly Selkoe, Planning Department noted that the Planning Board is supporting article 23 as compromised. The Planning Board will take up this revised compromise tomorrow night. If article 23 as compromised is approved the Planning Board will vote no action on 24. The main difference is the special permit vs the by right fundamental; properties in the TPOD district is 1 parking space for one bedroom and above and .5 for a studio.

Public hearing: no speakers.

The Chair closed the hearing.

#### Warrant Article 25 - EV Ready Parking

Petitioner Scott Englander made a presentation: Building for the Transition to EVs

- Big Picture – shifts away from automobiles and towards EVs
- By 2035 all new light duty sold in MA must be electric - Where will these vehicles be plugged in
- Targets: 100% of MA new vehicles sales EV by 2035
- Article requires:



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- Residential parking areas supporting EV charging
- Medium-sized non-residential lots (7-14 spaces) to support charging for 15% of spaces (currently requirement begins at 15+ spaces)
- Costs new construction vs. retrofitting
- Conclusion more work to do on the article after some feedback from various boards

Public hearing:

Brian Kane, Chair, Transportation Board indicated that the Transportation Board supports article 25.

The Chair closed the hearing.

#### Special Town Meeting 2: - Warrant Article 1 – Budget

Deputy Town Administrator Melissa Goff reviewed the budget amendments.

Article 1 of the Warrant for the Second 2021 Fall Town Meeting proposes amendments to the FY2022 budget. The article is required to address four outstanding items:

- The final State budget contained lower state aid allocations for Brookline than assumed in the budget approved by Town Meeting;
- Increased projections of Local Receipts based on final FY2021 and YTD experience;
- Appropriating annual revenue from the assessment on transportation network companies (TNCs) to fund transportation projects;

We also examined Local Receipts at the close of FY21. Based on this experience further adjustments can be made to provide additional support for Town and School Services. The following adjustments were made to local receipts:

The net result is additional revenue of \$1,987,658 available for appropriation. Pursuant to the Town/School Partnership, this translates to \$791,587 available for the Town budget and \$1,196,071 available for the School budget. Ms. Goff recommends the town's portion be appropriated to collective bargaining reserve; this account has no funding available now. The schools can allocate their funds where they feel is appropriate.

- Annually they appropriate ride share revenue (Uber, Lyft) to support transportation services. (\$99k)
- The Host Community Funds will be allocated in order to satisfy the \$500k goal set by the board for the racial equity fund, (\$200k)

Next week there will be a vote constructed for the board.

Town Administrator Kleckner added when putting this budget together, we were in the throes of COVID and losing revenues, fortunately we have rebounded. He is recommending allocation to collective bargaining.

Public hearing: no speakers

The Chair closed the hearing.

There being no further business, the Chair ended the meeting at 9:35pm.

ATTEST

3.B.



**TOWN of BROOKLINE**  
*Massachusetts*

**BUILDING DEPARTMENT**

Daniel Bennett  
Building Commissioner

TO: Selectboard/ School Committee

FROM: Ray Masak, PE Project Manager

SUBJECT: High School Expansion Project – Construction Management @ Risk (CM@R)  
Skanska Change Order –Guaranteed Maximum Price (GMP) CO No.16/PCCO No.23

DATE: October 13, 2021

On the Calendar this week, the Building Department has submitted a request for Change Order approval for the construction management firm Skanska to perform the following services:

- PCCO No. 23 - \$182,773; 39 Misc. Changes

The HS expansion project was awarded to the contractor Skanska that was based on their qualifications. This package represents a change to the project. Refer to the Hill memo dated October 7, 2021 for further explanation of the 39 items listed in this CO.

The Building Department is available to answer any questions you may have. Thank you for your consideration.

# 3.B.

## TOWN OF BROOKLINE

333 Washington Street, Brookline, Massachusetts 02445

### PURCHASE ORDER CHANGE FORM

INVOICE DATE: 13-Oct-21

TO:	Skanska USA Building Inc 101 Seaport Boulevard, Suite 200 Boston MA 02210
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Purchase Order Number

21911639

Vendor Number

55399

PAYMENT AMOUNT

\$182,773.00

REVISED BUDGET 149,247,367.00  
-2017

FUND	ORGANIZATION	ACTIVITY	OBJECT
	2594C204		6C0002

FOR: Brookline High School Expansion

Amendment	Date	
GMP-CO #16	10/6/2021	PCCO No. 022- Misc Changes (39 items) As per attached AIA Document signed by Skanska/William Rawn Associates

AMOUNT  
\$182,773.00

#### BUILDING COMMISSION

APPROVAL OF:

Janet Fierman, Chairman

George Cole

Kenneth Kaplan

Karen Breslawski

Nathan E. Peck

#### SELECT BOARD

APPROVAL OF:

Heather Hamilton, Chairman

Raul Fernandez

Bernard Greene

John VanScoyoc

Miriam Aschkenasy

#### SCHOOL COMMITTEE

APPROVAL OF:

Samuel Rippin, Assistant Superintendent For Administration and Finance



Hill International, Inc.  
 75 Second Avenue, Suite 300  
 Needham, MA 02494  
 Tel: 617-778-0900  
 www.hillintl.com

October 7, 2021

Mr. Ray Masak, P.E.  
 Project Manager  
 Town of Brookline Building Department  
 333 Washington Street  
 Brookline, MA 02445

RE: Recommendation to approve Skanska Change Order 016/PCCO 023

Dear Mr. Masak:

Under separate cover, Skanska USA Building Inc. is submitting original copies of Change Order 016/PCCO 023 for the Expansion of Brookline High School Project for acceptance by the Town of Brookline (ToB). It includes (39) separate Authorization Requests (AR's). Hill and WRA have previously reviewed, negotiated as applicable, and agree that all items listed in this Change Order are fair, reasonable for the described scope of work, and are compensable adjustments to the GMP. 13 of the changes this month are being funded from owner contingency and 26 of changes are funded from source(s) within the GMP. The total is net **\$182,773.00** increase to the GMP.

An itemized summary is following:

AR #	CE #	AED Device Changes	Current Amount	Reason Code
100.008	029	Site Grading and Cleaning	\$0.00	GMP Contingency
200.175	200.1251	Cypress - Clerestory Support Steel MEP Clashes per RFI 277	\$0.00	GMP Allowance
200.175	200.1290	Cypress - RFI 375 Framing Tie-in Details at Clerestory	\$0.00	GMP Allowance
200.227	200.1373	CYPRESS - Field Bulletin 169 - RFI-509 – Backwater Valve on Storm Drain	\$4,708.00	Design Omission/Owner Contingency
200.248	200.1413	CYPRESS - 4th Floor Main Fire Protection Physics Line	\$0.00	GMP Allowance
200.255	200.1442	CYPRESS - Walk-In Cooler Flooring Infill	\$0.00	GMP Allowance



### 3.B.

200.258	200.1405	CYPRESS - Exterior Phasing Support	\$0.00	GMP Allowance
200.260	200.1447	CYPRESS - RFI 607 Lower Stair 3 Level 4 Ceiling light fixture	\$0.00	GMP Allowance
200.275	200.1255	Cypress Field Bulletin 129 - Shade Revisions	\$34,736.00	Owner Contingency
200.276	200.1387	CYPRESS - Schedule Compression - 6/1/2021 thru 6/30/2021	\$0.00	GMP Allowance
200.277	200.1394	CYPRESS - RFI 555 Garden Level Equipment Pads & ACCs	\$0.00	GMP Allowance
200.278	200.1428	CYPRESS - White Box Unistrut Modifications	\$99,936.00	Owner Contingency
200.279	200.1349	CYPRESS - Select Spray FP Patching April	\$0.00	GMP Allowance
200.280	200.1397	CYPRESS - Fire Proofing Patching May	\$0.00	GMP Allowance
300.233	300.1224	STEM RFI 418: East Elevation CW7 Head Waterproofing	\$0.00	GMP Allowance
300.249	300.1301	STEM - RFI 586: Space Above Fume Hood for Sash	\$2,979.00	Owner Contingency
300.250	300.1398	STEM - Amanti HVAC March Premium Time	\$0.00	GMP Allowance
300.251	300.1399	STEM - Folan June Premium Time	\$0.00	GMP Allowance
300.252	300.1180	STEM - EH Expenditure Temporary Roofing-Waterproofing	\$0.00	GMP Hold
300.253	300.1373	STEM - OA Expenditure: Remainder of Crack Injection Work (FB033)	\$23,031.00	Owner Contingency
300.255	300.1315	STEM - FB 0146: Sidewall Head Stair 2 L2	\$2,483.00	Owner Contingency
300.256	300.1318	STEM - RFI 578R1: Existing L2 Slab at Corridor 200X-GL A.4	\$3,438.00	Owner Contingency
300.258	300.1326	STEM - RFI 605: Supply Register Type Collaboration 300C	\$0.00	GMP Allowance
300.259	300.1335	STEM - RFI 589: Expansion Joints at GL A.4	\$0.00	GMP Allowance
300.262	300.1347	STEM - RFI 635: Existing Landscaping Handhole and New Sidewalk	\$1,197.00	Owner Contingency
300.263	300.1350	STEM - RFI 638: Site Bollard Conflicts and Relocation	\$994.00	Owner Contingency
300.266	300.1365	STEM - RFI 619: LCE Fan Stacks Additional Support	\$1,349.00	Owner Contingency
300.268	300.1370	STEM - Bollard Installation	\$0.00	GMP Allowance
300.269	300.1322	STEM - RFI 601 & 601R1: Below Grade Drain and Stair Footing Conflict	\$0.00	GMP Allowance
300.271	300.1372	STEM - Sill Height Coordination	\$0.00	GMP Allowance
300.272	300.1376	STEM - FB 0159: STL HR at East Stair Ramp	\$5,220.00	Owner Contingency
300.273	300.1379	STEM - EH Expenditure: Additional Cleans	\$0.00	GMP Allowance

### 3.B.

300.274	300.1381	STEM - Street Granite at FP Service and Sewer	\$0.00	GMP Allowance
300.276	300.1386	STEM - Empire Logistics Delays	\$0.00	GMP Allowance
300.278	300.1388	STEM - FB 0164: Seal at Isolation Mounts at Roof Curb	\$0.00	GMP Allowance
300.279	300.1394	STEM - Troubleshoot/Fix Ground Faults at FACP	\$1,936.00	Owner Contingency
300.281	300.1401	STEM - BAS Door Security/Monitoring	\$766.00	Owner Contingency
300.282	300.1403	STEM - Framing of Fume Hood Niches	\$0.00	GMP Allowance
300.283	300.1406	STEM - Aluminum Pieces at GD104 Jambs	\$0.00	GMP Allowance

Based on the above, Hill recommends to ToB approval of Change Order 016/PCCO #23 to the GMP.

Very truly yours,



Andy Felix, MCPPO  
Project Director

## AIA® Document G701™ - 2017

## Change Order

<b>PROJECT:</b> <i>(Name and address)</i> Expansion of Brookline High School, (Project A and Project B)	<b>CONTRACT INFORMATION:</b> Contract For: Construction	<b>CHANGE ORDER INFORMATION:</b> Change Order Number: 016
Brookline, MA 02445	Date: July 24, 2018	Date: October 6th, 2021
<b>OWNER:</b> <i>(Name and address)</i> Town of Brookline, Massachusetts, by and through the Board of Selectmen of Brookline 333 Washington Street, Brookline, MA 02445	<b>ARCHITECT:</b> <i>(Name and address)</i> William Rawn Associates Architects Inc. 10 Post Office Square, Suite 1010, Boston, Massachusetts 02109	<b>CONTRACTOR:</b> <i>(Name and address)</i> Skanska USA Building Inc. 101 Seaport Boulevard, Suite 200, Boston, MA 02210

## THE CONTRACT IS CHANGED AS FOLLOWS:

*(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)*

PCCO No. 023: \$182,773

Neither the adjustments to the Contract Price nor the Contract Time upon which this PCCO is based contemplates any project delays, suspensions, disruptions, cost escalations or other impacts caused, directly or indirectly, by the Pandemic (as defined in the GMP), as such cost adjustment to the Contract Sum and GMP shall be reconciled in accordance with the Owner Pandemic Allowance. Skanska further reserves all rights to request adjustment of the Contract Time as a result of the Pandemic Standards and in connection with this PCCO. Skanska will make every reasonable effort to provide the required documentation and notice in accordance with this Contract, however, Skanska may not be able to meet the contractual deadlines due to circumstances outside of Skanska's control.

The original Contract Sum was  
The net change by previously authorized Change Orders  
The Contract Sum prior to this Change Order was  
The Contract Sum will be increased by this Change Order in the amount of  
The new Contract Sum including this Change Order will be

\$ 476,928  
\$ 148,761,016  
\$ 149,237,944  
\$ 182,773  
\$ 149,420,717

-OK M

The Contract Time will be unchanged by Zero (TBD) days  
The new date of Substantial Completion will be January 7, 2022

**NOTE:** This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.





Date: 10/5/2021

## Prime Contract Change Order Number 023

Brookline High School

Project # 1318014

Skanska USA Building Inc.

## To Contractor:

Skanska USA Building Inc.

## The Contract is hereby revised by the following items:

GMP CO 016: Approved Authorization Requests

AR	CE	Description	Amount
300.252	300.1180	STEM - EH Expenditure Temporary Roofing-Waterproofing	\$ 0.00
200.175	200.1251	CYPRESS - Clerestory Support Steel MEP Clashes per RFI 277	\$ 0.00
200.275	200.1255	CYPRESS - Field Bulletin 129 - Shade Revisions	\$ 34,736.00
300.233	300.1224	STEM - RFI 418: East Elevation CW7 Head Waterproofing	\$ 0.00
200.175	200.1290	CYPRESS - RFI 357 Second Floor Library Duct Supplemental Steel Clash	\$ 0.00
200.279	200.1349	CYPRESS - Select Spray FP Patching April	\$ 0.00
300.249	300.1301	STEM - RFI 586: Space Above Fume Hood for Sash	\$ 2,979.00
200.227	200.1373	CYPRESS - Field Bulletin 169 - RFI-509 - Backwater Valve on Storm Drain	\$ 4,708.00
300.255	300.1315	STEM - FB 0146: Sidewall Head Stair 2 L2	\$ 2,483.00
300.256	300.1318	STEM - RFI 578R1: Existing L2 Slab at Corridor 200X-GL A.4	\$ 3,438.00
300.269	300.1322	STEM - RFI 601 & 601R1: Below Grade Drain and Stair Footing Conflict	\$ 0.00
300.258	300.1326	STEM - RFI 605: Supply Register Type Collaboration 300C	\$ 0.00
200.276	200.1387	CYPRESS - Schedule Compression - 6/1/2021 thru 6/30/2021	\$ 0.00
200.277	200.1394	CYPRESS - RFI 555 Garden Level Equipment Pads & ACCs	\$ 0.00
200.280	200.1397	CYPRESS - Fire Proofing Patching May	\$ 0.00
200.258	200.1405	CYPRESS - Exterior Phasing Support	\$ 0.00
300.259	300.1335	STEM - RFI 589 and 639: Expansion Joints/Finishes at GL A.4 and A	\$ 0.00
200.248	200.1413	CYPRESS - 4th Floor Main Fire Protection Physics Line	\$ 0.00
300.262	300.1347	STEM - RFI 635: Existing Landscaping Handhole and New Sidewalk	\$ 1,197.00
300.263	300.1350	STEM - RFI 638: Site Bollard Conflicts and Relocation	\$ 994.00
200.278	200.1428	CYPRESS - White Box Unistrut Modifications	\$ 99,936.00
200.255	200.1442	CYPRESS - Walk-In Cooler Flooring Infill	\$ 0.00
200.260	200.1447	CYPRESS - RFI 607 Lower Stair 3 Level 4 Ceiling to Fit Light Fixture	\$ 0.00
300.266	300.1365	STEM - RFI 619: LCE Fan Stacks Additional Support	\$ 1,349.00
300.268	300.1370	STEM - Bollard Installation	\$ 0.00
300.271	300.1372	STEM - Sill Height Coordination	\$ 0.00
300.253	300.1373	STEM - OA Expenditure: Remainder of Crack Injection Work (FB033)	\$ 23,031.00
300.272	300.1376	STEM - FB 0159: STL HR at East Stair Ramp	\$ 5,220.00
100.008	029	Site Grading and Cleanup II	\$ 0.00
300.273	300.1379	STEM - EH Expenditure: Additional Cleans	\$ 0.00
300.274	300.1381	STEM - Street Granite at FP Service and Sewer	\$ 0.00
300.276	300.1386	STEM - Empire Logistics Delays	\$ 0.00
300.278	300.1388	STEM - FB 0164: Seal at Isolation Mounts at Roof Curb	\$ 0.00
300.279	300.1394	STEM - Troubleshoot/Fix Ground Faults at FACP	\$ 1,936.00
300.250	300.1398	STEM - Amanti HVAC March Premium Time	\$ 0.00
300.251	300.1399	STEM - Folan June Premium Time	\$ 0.00
300.281	300.1401	STEM - BAS Door Security/Monitoring	\$ 766.00
300.282	300.1403	STEM - Framing of Fume Hood Niches	\$ 0.00
300.283	300.1406	STEM - Aluminum Pieces at GD104 Jams	\$ 0.00
Total			\$ 182,773.00

Printed on: 10/7/2021





**TOWN of BROOKLINE**  
*Massachusetts*  
**BUILDING DEPARTMENT**

Daniel Bennett  
Building Commissioner

TO: Selectboard/ School Committee

FROM: Ray Masak, PE Project Manager

SUBJECT: High School Expansion Project – Tappan Gym and 3<sup>rd</sup> Floor Renovation  
CTA Change Order No. 6 (FY 21)

DATE: October 13, 2021

On the Calendar this week, the Building Department has submitted a request for Change Order Approval for the subject project in the amount of \$68,467.51- 19 items. The subject project was approved as part of the High School Project and was designed by William Rawn Associates.

The Owner's Project Manager (Hill) has reviewed the change order and is recommending approval. Please refer to their letter September 30, 2021 for further explanation of the change.

The Building Department is available to answer any questions you may have. Thank you for your consideration.

**TOWN OF BROOKLINE**  
333 Washington Street, Brookline, Massachusetts 02445

**PURCHASE ORDER CHANGE FORM**

INVOICE DATE; 08-Oct-21

TO:	CTA Construction Managers 400 Totten Pond Road Waltham MA 02451
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Purchase Order Number  
**21201438**

Vendor Number  
**33542**

PAYMENT AMOUNT  
**#REF!**

BUDGET \$7,821,340.00  
BALANCE \$8,316,528.85

FUND	AGENCY	ORGANIZATION	ACTIVITY	OBJECT
		254C204		6C0002

FOR: Brookline High School - Tappan Gym

Amendment	Date	
6	8/20/2021	Misc Changes

AMOUNT  
**\$68,467.81**

**BUILDING COMMISSION**

APPROVAL OF:

Janet Fierman, Chairman

George Cole

Kenneth Kaplan

Karen Breslawski

Nathan E. Peck

**SELECT BOARD**

APPROVAL OF:

Heather Hamilton, Chairman

Raul Fernandez

Bernard Greene

John VanScoyoc

Miriam Aschkenasy

**SCHOOL COMMITTEE**

Samuel Rippin, Assistant Superintendent For Administration and Finance



Hill International, Inc.  
 75 Second Avenue, Suite 300  
 Needham, MA 02494  
 Tel: 617-778-0900  
 Fax: 617-778-0999  
 www.hillintl.com

September 30, 2021

Mr. Ray Masak, P.E.  
 Project Manager  
 Town of Brookline Building Department  
 333 Washington Street  
 Brookline, MA 02445

RE: Recommendation to approve CTA Change Order 006

Dear Mr. Masak:

CTA Construction Managers is submitting original copies of Change Order 006 for the Brookline High School Tappan Gym and 3<sup>rd</sup> Floor Renovation for acceptance by the Town of Brookline (ToB). Hill and WRA have previously reviewed, negotiated where applicable, and agree that all items listed in this Change Order are fair, reasonable for the described scope of work, and are compensable adjustments to the Lump Sum Contract. This change order is an additional cost total of **\$68,467.51**.

We have also reviewed CTA's schedule update and request for added time. We provided a response to CTA to extend the contract dates based on the DOR delay, the school schedule delay of a week and days as a result of unforeseen conditions and design issues. The dates in the response are part of this change order. CTA has been solving the issues with the design team and ToB to minimize added time and complete the job. For these reasons we recommend acceptance of this change order.

The PCOs are categorized as follows:

- (3) PCOs is a Design Omission change.
- (0) PCOs are the result of Owner Request changes.
- (15) PCOs are results from unforeseen conditions discovered during demolition of walls and floors.
- (1) PCO is from 3<sup>rd</sup> party inspection scope change.

An itemized summary is following:

PCO#	CE #	Description	Current Amount	Reason Code
23	30	Tappan Occupancy Sensors	\$0.00	Unforeseen
30R1	23	FB #008 - Landscape Utilities	\$4,575.07	Unforeseen

### 3.C.

36R2	24	Concrete Beam Repair - RFI #080 and the attached Structural Field Report #001 dated 5/13/2021, the existing concrete beam at the basement level will be repaired as follows. Concrete around corroded rebar will be chipped out and the rebar cleaned from rust	\$5,643.51	Unforeseen
37R1	47	Existing 6" Drain Pipe	\$4,652.07	Unforeseen
38R1	59	RFI #102 - Existing Crack in First Floor Topping - existing crack in the first floor topping slab shown in the attached photographs will be patched and sealed with Sikadur 32 high strength epoxy bonding adhesive	\$893.02	Unforeseen
42	63	RFI #073 - Room 001 Duct Conflict - existing panelboard, LB elbow and pullbox will be removed. Existing wires will be pulled back to and installed in a new junction box	\$6,530.74	Unforeseen
46	67	RFI #106 - Existing Ductwork K101A - the existing ductwork located behind the security desk will be reinstalled and a new LGMF shaft wall will be constructed to conceal the ductwork.	\$4,462.92	Unforeseen
47	68	RFI #132 - Room 302 Cement Hole Patching - existing holes in walls of gym 302 will be patched using drywall compound	\$5,253.55	Omission
48	69	Shower Drain Conflict	\$1,635.00	Unforeseen
49	70	Existing Fire Dampers Behind Security Desk	\$1,747.98	Unforeseen
51	72	RFI #121 - HVAC Diffuser relocation in Excel Office 377B - existing diffuser in Excel Office 377 B can be raised to accommodate as high a finish ceiling elevation as possible	\$1,344.19	Unforeseen
52R1	55	Ground Floor Sanitary Line	\$9,383.20	Omission
53R1	74	Relocate FP Piping to Accommodate HVAC Duct	\$1,689.10	Unforeseen
54R1	75	Relocate FP Main & Branch to Accommodate HVAC Duct - existing fire protection main and branch lines have been relocated to accommodate installation of new HVAC ductwork in the basement.	\$3,824.38	Unforeseen
56R1	73	SKA 001 - Ground Floor FP Line - ground floor fire protection line running parallel to Gridline T4.	\$4,452.62	Scope Change
57	84	Wall Staining at Mezzanine	\$1,016.87	Omission



### 3.C.

59	46	Utility Vault - RFI 074 existing electrical, gas, and fire protection items have been removed and/or relocated to avoid conflict with the installation of the new 12x17 beam at VA Line. A portion of the work has previously been performed on a T&M basis	\$6,356.33	Unforeseen
60	83	Existing Tel-Data and Low Voltage Wiring (Gym First Floor)	\$1,144.42	Unforeseen
61	77	Miscellaneous Electrical Demolition	\$3,862.84	Unforeseen

Based on the above, Hill recommends to ToB approval of Change Order 006 to CTA Construction Managers lump sum contract.

Very truly yours,



Andy Vo, PMP, CCM, LEED AP, MCPPO  
Sr. Project Manager



CTA Construction Managers  
400 Totten Pond Road  
Waltham, 02451  
Phone: (781) 786-6600

**PCCO #006**

Project: 2020-02 - Brookline High School Tappan Gym and 3rd Floor  
Renovation  
115 Greenough St  
Brookline, Massachusetts 02445

## Prime Contract Change Order #006: OCO #006

<b>TO:</b>	<b>Town of Brookline</b> 333 Washington Street, 3rd Floor Brookline, Massachusetts 02445	<b>FROM:</b>	<b>CTA Construction Managers, LLC</b> 400 Totten Pond Road, 2nd Floor Waltham, Massachusetts 02451
<b>DATE CREATED:</b>	8/20/2021	<b>CREATED BY:</b>	Robert Harrington (CTA Construction Managers, LLC)
<b>CONTRACT STATUS:</b>	Approved	<b>REVISION:</b>	0
<b>DESIGNATED REVIEWER:</b>		<b>REVIEWED BY:</b>	
<b>DUE DATE:</b>		<b>REVIEW DATE:</b>	10/01/2021
<b>INVOICED DATE:</b>		<b>PAID DATE:</b>	
<b>SCHEDULE IMPACT:</b>		<b>EXECUTED:</b>	No
		<b>SIGNED CHANGE ORDER RECEIVED DATE:</b>	
<b>CONTRACT FOR:</b>	1:Brookline High School Tappan Gym and 3rd Floor Renovation	<b>TOTAL AMOUNT:</b>	\$68,467.81 <i>CONFIRM</i>

### DESCRIPTION:

Per correspondence with the awarding authority and the architect, the following PCO's have been approved: PCO #023, PCO #030r1, PCO #036r2, PCO #037r1, PCO #038r1, PCO #042, PCO #046, PCO #047, PCO #048, PCO #049, PCO #051, PCO #052r1, PCO #053r1, PCO #054r1, PCO #056r1, PCO #057, PCO #059, PCO #060, PCO #061. Please see below for additional information regarding specific PCO's.

The Substantial Completion Dates are revised per the list below. The Town of Brookline will consider costs associated with overtime as required to execute the work in accordance with this schedule.

Tappan Gym Exterior: 11/24/21

Wood bench installation would not impact Substantial Completion of the Gym Exterior

Tappan Gym Interior: 11/24/21

Kirrane Pool Entrance Vestibule: 12/15/21

Project D 3rd floor West Portion: 8/31/21

Project D 3rd Floor East Portion: 11/26/21

### ATTACHMENTS:

### POTENTIAL CHANGE ORDERS IN THIS CHANGE ORDER:

PCO #	Title	Schedule Impact	Amount
023	CE #030 - FB 010 - Tappan Occupancy Sensors		\$0.00
030r1	CE #023 - FB-008 & RFI #075 Landscape Utilities		\$4,575.07
036r2	CE #024 - RFI #080 - Basement Concrete Beam Repair	4 days	\$5,643.51
037r1	CE #047 - RFI #087 - Existing 6" Drain Pipe		\$4,652.07
038r1	CE #059 - RFI #102 - Existing Crack in First Floor Topping		\$893.02
042	CE #063 - RFI #073 - Room 001 Duct Conflict		\$6,530.74
046	CE #067 - RFI #106 - Existing Ductwork K101A		\$4,462.92
047	CE #068 - RFI #132 - Room 302 Cement Hole Patching		\$5,253.55
048	CE #069 - RFI #127 - Shower Drain Conflict		\$1,635.00
049	CE #070 - Existing Fire Dampers Behind Security Desk		\$1,747.98
051	CE #072 - RFI #121 - HVAC Diffuser Dilemma in Excel Office 377B		\$1,344.19
052r1	CE #055 - FB #014.1 - Ground Floor Sanitary Line		\$9,383.20
053r1	CE #074 - Relocate FP Piping to Accommodate HVAC Duct		\$1,689.10

054r1	CE #075 - Relocate FP Main & Branch to Accommodate HVAC Duct		\$3,824.38
056r1	CE #073 - SKA 001 - Ground Floor FP Line		\$4,452.62
057	CE #081 - RFI #149 - Wall Staining at Mezzanine		\$1,016.87
059	CE #046 - RFI #074 - Utility Vault		\$6,356.33
060	CE #083 - RFI #108 - Existing Tel-Data & Low Voltage Wiring (Gym First Floor)		\$1,144.42
061	CE #077 - Miscellaneous Electrical Demolition		\$3,862.84
<b>Total:</b>			\$68,467.81

## CHANGE ORDER LINE ITEMS:

## PCO # 023: CE #030 - FB 010 - Tappan Occupancy Sensors

#	Budget Code	Description	Amount
1	16-100.FSB Electrical.Filed Sub Bidder	No Cost Change	\$0.00
<b>Subtotal:</b>			<b>\$0.00</b>
Direct Work OHP (15.00% Applies to CTA Direct.):			\$0.00
Subcontractor OHP (5.00% Applies to Filed Sub Bidder and CTA Sub.):			\$0.00
B&I (1.20% Applies to all line item types.):			\$0.00
<b>Grand Total:</b>			<b>\$0.00</b>

## PCO # 030r1: CE #023 - FB-008 &amp; RFI #075 Landscape Utilities

#	Budget Code	Description	Amount
1	16-100.FSB Electrical.Filed Sub Bidder		\$(7,971.70)
2	04-200.FSB Masonry Units.Filed Sub Bidder		\$0.00
3	03-210.CTA Direct Cast-In-Place Concrete.CTA Direct		\$1,420.00
4	03-050.CTA Sub Concrete Subcontractor.CTA Sub		\$7,544.00
5	03-100.CTA Sub Concrete Reinforcement.CTA Sub	Additional Reinforcement per FB #008	\$1,978.00
6	03-100.CTA Sub Concrete Reinforcement.CTA Sub	Additional Wing Wall Reinforcement	\$1,200.00
<b>Subtotal:</b>			<b>\$4,170.30</b>
Direct Work OHP (15.00% Applies to CTA Direct.):			\$213.00
Subcontractor OHP (5.00% Applies to Filed Sub Bidder and CTA Sub.):			\$137.52
B&I (1.20% Applies to all line item types.):			\$54.25
<b>Grand Total:</b>			<b>\$4,575.07</b>

## PCO # 036r2: CE #024 - RFI #080 - Basement Concrete Beam Repair

#	Budget Code	Description	Amount
1	03-050.CTA Sub Concrete Subcontractor.CTA Sub		\$1,897.00
2	09-250.CTA Sub Gypsum Wallboard.CTA Sub		\$2,893.80
3	03-210.CTA Direct Cast-In-Place Concrete.CTA Direct	Concrete Materials	\$475.00
<b>Subtotal:</b>			<b>\$5,265.80</b>
Direct Work OHP (15.00% Applies to CTA Direct.):			\$71.25
Subcontractor OHP (5.00% Applies to Filed Sub Bidder and CTA Sub.):			\$239.54
B&I (1.20% Applies to all line item types.):			\$66.92
<b>Grand Total:</b>			<b>\$5,643.51</b>

## PCO # 037r1: CE #047 - RFI #087 - Existing 6" Drain Pipe

#	Budget Code	Description	Amount
1	15-100.FSB Plumbing.Filed Sub Bidder		\$771.16
2	01-903.CTA Sub Hazardous Materials Abatement.CTA Sub		\$2,158.88
3	03-050.CTA Sub Concrete Subcontractor.CTA Sub		\$1,174.16





PCCO #006

#	Budget Code	Description	Amount
4	03-210.CTA Direct Cast-In-Place Concrete.CTA Direct		\$250.00
<b>Subtotal:</b>			<b>\$4,354.20</b>
Direct Work OHP (15.00% Applies to CTA Direct.):			\$37.50
Subcontractor OHP (5.00% Applies to Filed Sub Bidder and CTA Sub.):			\$205.21
B&I (1.20% Applies to all line item types.):			\$55.16
<b>Grand Total:</b>			<b>\$4,652.07</b>

## PCO # 038r1: CE #059 - RFI #102 - Existing Crack in First Floor Topping

#	Budget Code	Description	Amount
1	03-050.CTA Sub Concrete Subcontractor.CTA Sub		\$687.08
2	02-000.CTA Direct General.CTA Direct	Concrete Materials	\$140.00
<b>Subtotal:</b>			<b>\$827.08</b>
Direct Work OHP (15.00% Applies to CTA Direct.):			\$21.00
Subcontractor OHP (5.00% Applies to Filed Sub Bidder and CTA Sub.):			\$34.35
B&I (1.20% Applies to all line item types.):			\$10.59
<b>Grand Total:</b>			<b>\$893.02</b>

## PCO # 042: CE #063 - RFI #073 - Room 001 Duct Conflict

#	Budget Code	Description	Amount
1	01-903.CTA Sub Hazardous Materials Abatement.CTA Sub		\$200.00
2	16-100.FSB Electrical.Filed Sub Bidder		\$5,946.00
<b>Subtotal:</b>			<b>\$6,146.00</b>
Direct Work OHP (15.00% Applies to CTA Direct.):			\$0.00
Subcontractor OHP (5.00% Applies to Filed Sub Bidder and CTA Sub.):			\$307.30
B&I (1.20% Applies to all line item types.):			\$77.44
<b>Grand Total:</b>			<b>\$6,530.74</b>

## PCO # 046: CE #067 - RFI #106 - Existing Ductwork K101A

#	Budget Code	Description	Amount
1	09-250.CTA Sub Gypsum Wallboard.CTA Sub		\$4,200.00
2	15-700.FSB Heating, Venting and Air Conditioning.Filed Sub Bidder		\$0.00
<b>Subtotal:</b>			<b>\$4,200.00</b>
Direct Work OHP (15.00% Applies to CTA Direct.):			\$0.00
Subcontractor OHP (5.00% Applies to Filed Sub Bidder and CTA Sub.):			\$210.00
B&I (1.20% Applies to all line item types.):			\$52.92
<b>Grand Total:</b>			<b>\$4,462.92</b>

## PCO # 047: CE #068 - RFI #132 - Room 302 Cement Hole Patching

#	Budget Code	Description	Amount
1	09-250.CTA Sub Gypsum Wallboard.CTA Sub		\$4,725.00
2	02-000.CTA Direct General.CTA Direct	Lifts	\$200.00
<b>Subtotal:</b>			<b>\$4,925.00</b>
Direct Work OHP (15.00% Applies to CTA Direct.):			\$30.00
Subcontractor OHP (5.00% Applies to Filed Sub Bidder and CTA Sub.):			\$236.25
B&I (1.20% Applies to all line item types.):			\$62.30
<b>Grand Total:</b>			<b>\$5,253.55</b>



**PCCO #006****PCO # 048: CE #069 - RFI #127 - Shower Drain Conflict**

#	Budget Code	Description	Amount
1	15-100.FSB Plumbing.Filed Sub Bidder		\$1,538.68
<b>Subtotal:</b>			<b>\$1,538.68</b>
Direct Work OHP (15.00% Applies to CTA Direct.):			\$0.00
Subcontractor OHP (5.00% Applies to Filed Sub Bidder and CTA Sub.):			\$76.93
B&I (1.20% Applies to all line item types.):			\$19.39
<b>Grand Total:</b>			<b>\$1,635.00</b>

**PCO # 049: CE #070 - Existing Fire Dampers Behind Security Desk**

#	Budget Code	Description	Amount
1	15-700.FSB Heating, Venting and Air Conditioning.Filed Sub Bidder		\$1,645.00
<b>Subtotal:</b>			<b>\$1,645.00</b>
Direct Work OHP (15.00% Applies to CTA Direct.):			\$0.00
Subcontractor OHP (5.00% Applies to Filed Sub Bidder and CTA Sub.):			\$82.25
B&I (1.20% Applies to all line item types.):			\$20.73
<b>Grand Total:</b>			<b>\$1,747.98</b>

**PCO # 051: CE #072 - RFI #121 - HVAC Diffuser Dilemma in Excel Office 377B**

#	Budget Code	Description	Amount
1	15-700.FSB Heating, Venting and Air Conditioning.Filed Sub Bidder		\$1,265.00
<b>Subtotal:</b>			<b>\$1,265.00</b>
Direct Work OHP (15.00% Applies to CTA Direct.):			\$0.00
Subcontractor OHP (5.00% Applies to Filed Sub Bidder and CTA Sub.):			\$63.25
B&I (1.20% Applies to all line item types.):			\$15.94
<b>Grand Total:</b>			<b>\$1,344.19</b>

**PCO # 052r1: CE #055 - FB #014.1 - Ground Floor Sanitary Line**

#	Budget Code	Description	Amount
1	01-903.CTA Sub Hazardous Materials Abatement.CTA Sub		\$556.84
2	09-250.CTA Sub Gypsum Wallboard.CTA Sub		\$4,179.00
3	09-300.FSB Tile.Filed Sub Bidder		\$4,094.58
<b>Subtotal:</b>			<b>\$8,830.42</b>
Direct Work OHP (15.00% Applies to CTA Direct.):			\$0.00
Subcontractor OHP (5.00% Applies to Filed Sub Bidder and CTA Sub.):			\$441.52
B&I (1.20% Applies to all line item types.):			\$111.26
<b>Grand Total:</b>			<b>\$9,383.20</b>

**PCO # 053r1: CE #074 - Relocate FP Piping to Accommodate HVAC Duct**

#	Budget Code	Description	Amount
1	15-300.FSB Fire Protection Piping.Filed Sub Bidder		\$1,589.59
<b>Subtotal:</b>			<b>\$1,589.59</b>
Direct Work OHP (15.00% Applies to CTA Direct.):			\$0.00
Subcontractor OHP (5.00% Applies to Filed Sub Bidder and CTA Sub.):			\$79.48
B&I (1.20% Applies to all line item types.):			\$20.03
<b>Grand Total:</b>			<b>\$1,689.10</b>

**PCCO #006****PCO # 054r1: CE #075 - Relocate FP Main & Branch to Accommodate HVAC Duct**

#	Budget Code	Description	Amount
1	15-300.FSB Fire Protection Piping.Filed Sub Bidder		\$3,599.08
<b>Subtotal:</b>			<b>\$3,599.08</b>
Direct Work OHP (15.00% Applies to CTA Direct.):			\$0.00
Subcontractor OHP (5.00% Applies to Filed Sub Bidder and CTA Sub.):			\$179.95
B&I (1.20% Applies to all line item types.):			\$45.35
<b>Grand Total:</b>			<b>\$3,824.38</b>

**PCO # 056r1: CE #073 - SKA 001 - Ground Floor FP Line**

#	Budget Code	Description	Amount
1	15-300.FSB Fire Protection Piping.Filed Sub Bidder		\$3,176.62
2	01-903.CTA Sub Hazardous Materials Abatement.CTA Sub		\$1,013.68
<b>Subtotal:</b>			<b>\$4,190.30</b>
Direct Work OHP (15.00% Applies to CTA Direct.):			\$0.00
Subcontractor OHP (5.00% Applies to Filed Sub Bidder and CTA Sub.):			\$209.52
B&I (1.20% Applies to all line item types.):			\$52.80
<b>Grand Total:</b>			<b>\$4,452.62</b>

**PCO # 057: CE #081 - RFI #149 - Wall Staining at Mezzanine**

#	Budget Code	Description	Amount
1	09-900.FSB Paints and Coatings.Filed Sub Bidder		\$956.96
<b>Subtotal:</b>			<b>\$956.96</b>
Direct Work OHP (15.00% Applies to CTA Direct.):			\$0.00
Subcontractor OHP (5.00% Applies to Filed Sub Bidder and CTA Sub.):			\$47.85
B&I (1.20% Applies to all line item types.):			\$12.06
<b>Grand Total:</b>			<b>\$1,016.87</b>

**PCO # 059: CE #046 - RFI #074 - Utility Vault**

#	Budget Code	Description	Amount
1	16-100.FSB Electrical.Filed Sub Bidder	T&M Work	\$2,692.00
2	15-300.FSB Fire Protection Piping.Filed Sub Bidder		\$2,453.22
3	15-100.FSB Plumbing.Filed Sub Bidder	T&M Work	\$274.22
4	15-100.FSB Plumbing.Filed Sub Bidder	Estimated Work	\$562.43
<b>Subtotal:</b>			<b>\$5,981.87</b>
Direct Work OHP (15.00% Applies to CTA Direct.):			\$0.00
Subcontractor OHP (5.00% Applies to Filed Sub Bidder and CTA Sub.):			\$299.09
B&I (1.20% Applies to all line item types.):			\$75.37
<b>Grand Total:</b>			<b>\$6,356.33</b>

**PCO # 060: CE #083 - RFI #108 - Existing Tel-Data & Low Voltage Wiring (Gym First Floor)**

#	Budget Code	Description	Amount
1	16-100.FSB Electrical.Filed Sub Bidder		\$1,077.00
<b>Subtotal:</b>			<b>\$1,077.00</b>
Direct Work OHP (15.00% Applies to CTA Direct.):			\$0.00
Subcontractor OHP (5.00% Applies to Filed Sub Bidder and CTA Sub.):			\$53.85
B&I (1.20% Applies to all line item types.):			\$13.57
<b>Grand Total:</b>			<b>\$1,144.42</b>

**PCCO #006****PCO # 061: CE #077 - Miscellaneous Electrical Demolition**

#	Budget Code	Description	Amount
1	16-100.FSB Electrical.Filed Sub Bidder		\$3,635.28
<b>Subtotal:</b>			<b>\$3,635.28</b>
Direct Work OHP (15.00% Applies to CTA Direct.):			\$0.00
Subcontractor OHP (5.00% Applies to Filed Sub Bidder and CTA Sub.):			\$181.76
B&I (1.20% Applies to all line item types.):			\$45.80
<b>Grand Total:</b>			<b>\$3,862.84</b>

The original (Contract Sum)	\$7,821,340.00
Net change by previously authorized Change Orders	\$426,721.04
The contract sum prior to this Change Order was	\$8,248,061.04
The contract sum will be increased by this Change Order in the amount of	\$68,467.81
The new contract sum including this Change Order will be	\$8,316,528.85
The contract time will not be changed by this Change Order.	

**WRA Team (William Rawn Associates)**  
 10 Post Office Sq. Suite 1010  
 Boston, Massachusetts 02109

**Town of Brookline**  
 333 Washington Street, 3rd Floor  
 Brookline, Massachusetts 02445

**CTA Construction Managers, LLC**  
 400 Totten Pond Road, 2nd Floor  
 Waltham, Massachusetts 02451

10/6/21

SIGNATURE DATE

SIGNATURE DATE

SIGNATURE DATE





October 1, 2021 Via Email

Mr. Andy Vo  
Hill International, Inc.  
75 Second Avenue, Suite 300  
Needham, MA 02494

RE: Brookline High School Tappan Gym and Third Floor  
Schedule Update and Request for Extension of Time.

Dear Mr. Vo:

Attached please find our Schedule Update dated September 30, 2021, which reflects construction progress through September 30, 2021. As you are aware we have encountered multiple unforeseen conditions and there are many PCOs in process and unresolved at this time. Not all PCOs and unforeseen conditions have been incorporated into the current project schedule due to the unknown nature of these activities. CTA will continue to work towards a timely completion of the project in accordance with the dates shown in the attached schedule

If you have any questions, please feel free to contact me at any time.

Sincerely,  
CTA Construction Co., Inc.

A handwritten signature in dark ink, appearing to read "Robert Harrington". The signature is fluid and cursive.

Robert Harrington  
Assistant Project Manager

CC:  
Paul Kalous, Andy Felix, Andy Vo – Hill International, Inc. (via email only)  
Andrew Jonic, Mark Borreliz, Jeanne Carey – William Rawn Associates Architects, Inc. (via email only)  
Patrick Tompkins, Steven Parent, Jack Toland – CTA Construction Managers (via email only)

Brookline HS Tappan Gym and Classroom Renovation											
September Schedule Update											
Data Date: 30-Sep-21											
ID	Name	Remaini... Duration	Start	Finish							
					2020	2021	2022	2023			
					Q4	Q1	Q2	Q3	Q4	Q1	Q2
					J	F	M	A	M	J	J
BHSBD-001BL-3	Brookline HS B/D Renovations Rev1	56d	01-Apr-21 A	16-Dec-21							
4 - Project Closeout		25d	27-Oct-21	30-Nov-21							
1 - Tappan B Interior		1d	29-Nov-21	30-Nov-21							
A Interior Substantial Completion		6d	11-Nov-21	18-Nov-21							
2 - Tappan B Exterior		1d	11-Nov-21	11-Nov-21							
A Exterior Hardscape Substantial Completion		1d	18-Nov-21	18-Nov-21							
A Exterior Landscape Substantial Completion		25d	27-Oct-21	30-Nov-21							
3 - 3rd Floor Project D Renovation		1d	27-Oct-21	27-Oct-21							
A 3rd Floor West Substantial Completion		1d	30-Nov-21	30-Nov-21							
A 3rd Floor East Substantial Completion		30d	01-Apr-21 A	10-Nov-21							
1 - Procurement		30d	01-Apr-21 A	10-Nov-21							
2 - Subcontractors & Materials		30d	01-Apr-21 A	10-Nov-21							
13 - 084110 Aluminum Framed Entrances, Storefront & Glazing (FSB)		6d	17-Jun-21 A	07-Oct-21							
Fabricate and Delivery Material Project B		6d	17-Jun-21 A	07-Oct-21							
15 - 093000 Tiling (FSB)		10d	14-Jun-21 A	13-Oct-21							
Fabricate and Delivery Materials Project D		10d	14-Jun-21 A	13-Oct-21							
23 - 101100 Visual Display Surfaces		20d	01-Jun-21 A	27-Oct-21							
Fabricate and Delivery Materials Project D		20d	01-Jun-21 A	27-Oct-21							
Fabricate and Delivery Material Project B		20d	01-Jun-21 A	27-Oct-21							
24 - 101400 Signage		30d	07-Jun-21 A	10-Nov-21							
Fabricate and Delivery Material Project B		30d	07-Jun-21 A	10-Nov-21							
Fabricate and Delivery Materials Project D		30d	07-Jun-21 A	10-Nov-21							
25 - 102110 Toilet Compartments		20d	21-May-21 A	27-Oct-21							
Fabricate and Delivery Material Project B		20d	21-May-21 A	27-Oct-21							
28 - 104100 AED Cabinets and Equipment		20d	23-Aug-21 A	27-Oct-21							
Fabricate and Delivery Material Project B		20d	23-Aug-21 A	27-Oct-21							
29 - 104400 Fire Protection Specialties		20d	01-Apr-21 A	27-Oct-21							
Fabricate and Delivery Materials Project D		20d	01-Apr-21 A	27-Oct-21							
Fabricate and Delivery Material Project B		20d	05-Jul-21 A	27-Oct-21							
30 - 105100 Lockers and Benches		20d	06-Apr-21 A	27-Oct-21							
Fabricate and Delivery Material Project B		20d	06-Apr-21 A	27-Oct-21							
31 - 122400 Shades		25d	30-Sep-21 A	03-Nov-21							
Fabricate and Delivery Material Project B		25d	30-Sep-21 A	03-Nov-21							
32 - 124810 Entrance Floor Mats and Frames		10d	02-Aug-21 A	13-Oct-21							
Fabricate and Delivery Material Project D		10d	02-Aug-21 A	13-Oct-21							
35 - 220001 Plumbing (Filed Sub-Bid)		5d	30-Apr-21 A	06-Oct-21							
Fabricate and Delivery Material Project D Fixtures		5d	30-Apr-21 A	06-Oct-21							
37 - 260001 Electrical & Tele Data (Filed Sub-Bid)		2d	06-Jul-21 A	01-Oct-21							
Fabricate and Delivery Material Project D Fixtures		2d	06-Jul-21 A	01-Oct-21							
2 - Tappan Gym Project B		46d	11-Aug-21 A	02-Dec-21							

Please find the attached project schedule update for your reference. Any comments or questions should be forwarded to this office no later than 7 days after receipt of this schedule. If no comments are received, it is assumed there is no issue with compliance.



Brookline HS Tappan Gym and Classroom Renovation September Schedule Update											
Data Date: 30-Sep-21											
ID	Name	Remaini... Duration	Start	Finish	20	2020	2021	2022	2023	2024	2025
1	1 - Interior	46d	16-Sep-21 A	02-Dec-21							
	1 - 1st Floor	38d	30-Sep-21	22-Nov-21							
	HVAC Duct & Pipe Wall Finishes	7d	30-Sep-21	08-Oct-21							
	Plumbing Ceiling Finishes	7d	30-Sep-21	08-Oct-21							
	Electrical, FA Tele/Data Ceiling Finishes	7d	30-Sep-21	08-Oct-21							
	Plumbing Wall Finishes	7d	30-Sep-21	08-Oct-21							
	HVAC Duct & Pipe Ceiling Finishes	7d	30-Sep-21	08-Oct-21							
	Fire Sprinkler Ceiling Finishes	7d	30-Sep-21	08-Oct-21							
	Plumbing Wall Finishes at Tile Areas	7d	30-Sep-21	08-Oct-21							
	Electrical, FA, Tele/Data Wall Finishes	7d	30-Sep-21	08-Oct-21							
	Electrical, FA, Tele/Data Finishes at Tile Areas	7d	30-Sep-21	08-Oct-21							
	Wall Finishes in Lobby	5d	05-Oct-21	11-Oct-21							
	Install Resilient Flooring	5d	11-Oct-21	15-Oct-21							
	Metal Ceiling in Lobby	5d	12-Oct-21	18-Oct-21							
	Install Terrazzo Flooring	10d	19-Oct-21	01-Nov-21							
	Install Toilet Partitions & Accessories	5d	28-Oct-21	03-Nov-21							
	Install Lockers	5d	02-Nov-21	08-Nov-21							
	Install FR Storefront	5d	02-Nov-21	08-Nov-21							
	Install Finish Millwork	5d	02-Nov-21	08-Nov-21							
	Install MB's & TB's	5d	02-Nov-21	08-Nov-21							
	Final Painting and Touch ups	3d	11-Nov-21	15-Nov-21							
	3 - Ground Floor	38d	16-Sep-21 A	22-Nov-21							
	Install Structural Opening Support	3d	16-Sep-21 A	04-Oct-21							
	Install Ceramic Wall and Flooring Tile	2d	20-Sep-21 A	04-Oct-21							
	Prime and First Coat Walls, Soffits & Ceilings	1d	22-Sep-21 A	30-Sep-21							
	Install Ceiling Grid	1d	27-Sep-21 A	01-Oct-21							
	Electrical, FA, Tele/data Wall Finishes	11d	30-Sep-21	15-Oct-21							
	HVAC Duct & Pipe Wall Finishes	11d	30-Sep-21	15-Oct-21							
	Fire Sprinkler Ceiling Finishes	10d	01-Oct-21	15-Oct-21							
	HVAC Duct & Pipe Ceiling Finishes	11d	01-Oct-21	18-Oct-21							
	Electrical, FA Tele/Data Ceiling Finishes	10d	01-Oct-21	15-Oct-21							
	Plumbing Ceiling Finishes	10d	01-Oct-21	15-Oct-21							
	Electrical, FA, Tele/Data Finishes at Tile Areas	9d	04-Oct-21	15-Oct-21							
	Remove shoring	7d	05-Oct-21	13-Oct-21							
	In wall Rough HVAC at T4 line	2d	14-Oct-21	15-Oct-21							
	MEP Main Line Connections At Shoring	3d	14-Oct-21	18-Oct-21							
	OH Ceiling Inspections	2d	18-Oct-21	19-Oct-21							
	Install Resinous Flooring	10d	18-Oct-21	01-Nov-21							
	Plumbing Wall Finishes	5d	01-Nov-21	08-Nov-21							
	Install Resilient Flooring	5d	01-Nov-21	08-Nov-21							

Please find the attached project schedule update for your reference. Any comments or questions should be forwarded to this office no later than 7 days after receipt of this schedule. If no comments are received, it is assumed there is no issue with compliance.



[illegible]

*Please find the attached project schedule update for your reference. Any comments or questions should be forwarded to this office no later than 7 days after receipt of this schedule. If no comments are received, it is assumed there is no issue with compliance.*



Brookline HS Tappan Gym and Classroom Renovation September Schedule Update											
Data Date: 30-Sep-21											
ID	Name	Remain... Duration	Start	Finish	2020	2021	2022	2023	2024	2025	2026
	Install GWB, Tape & Finish	5d	19-Oct-21	25-Oct-21	Q4	Q1	Q2	Q3	Q4	Q1	Q2
	Primer & First Coat Paint	2d	26-Oct-21	27-Oct-21	Q4	Q1	Q2	Q3	Q4	Q1	Q2
	Electrical Finishes	2d	28-Oct-21	29-Oct-21	Q4	Q1	Q2	Q3	Q4	Q1	Q2
	Finish Flooring	2d	01-Nov-21	02-Nov-21	Q4	Q1	Q2	Q3	Q4	Q1	Q2
	Final Paint	2d	03-Nov-21	04-Nov-21	Q4	Q1	Q2	Q3	Q4	Q1	Q2
	2 - Kiriene Vestibule	24d	15-Oct-21	17-Nov-21	Q4	Q1	Q2	Q3	Q4	Q1	Q2
	Selective Demo Tappan Structural Opening	2d	15-Oct-21	18-Oct-21	Q4	Q1	Q2	Q3	Q4	Q1	Q2
	Form, prep & Pour Structural Infill, Walls & Beams	3d	19-Oct-21	21-Oct-21	Q4	Q1	Q2	Q3	Q4	Q1	Q2
	Erect Canopy Steel & Decking	2d	22-Oct-21	25-Oct-21	Q4	Q1	Q2	Q3	Q4	Q1	Q2
	Fire Proofing Canopy Steel	2d	26-Oct-21	27-Oct-21	Q4	Q1	Q2	Q3	Q4	Q1	Q2
	LGMF Framing and roof Blocking	1d	28-Oct-21	28-Oct-21	Q4	Q1	Q2	Q3	Q4	Q1	Q2
	Install Roofing System	2d	29-Oct-21	01-Nov-21	Q4	Q1	Q2	Q3	Q4	Q1	Q2
	Install Entrance Storefront System	4d	02-Nov-21	05-Nov-21	Q4	Q1	Q2	Q3	Q4	Q1	Q2
	Install Rough Electric	2d	08-Nov-21	09-Nov-21	Q4	Q1	Q2	Q3	Q4	Q1	Q2
	Install GWB, Tape & Finish	2d	10-Nov-21	11-Nov-21	Q4	Q1	Q2	Q3	Q4	Q1	Q2
	Primer & First Coat Paint	1d	12-Nov-21	12-Nov-21	Q4	Q1	Q2	Q3	Q4	Q1	Q2
	Electrical Finishes	1d	15-Nov-21	15-Nov-21	Q4	Q1	Q2	Q3	Q4	Q1	Q2
	Finish Flooring	1d	16-Nov-21	16-Nov-21	Q4	Q1	Q2	Q3	Q4	Q1	Q2
	Final Paint	1d	17-Nov-21	17-Nov-21	Q4	Q1	Q2	Q3	Q4	Q1	Q2
	2 - Hardscapes	27d	30-Sep-21	05-Nov-21	Q4	Q1	Q2	Q3	Q4	Q1	Q2
	1 - Demo, Foundations & Prep Work	7d	30-Sep-21	08-Oct-21	Q4	Q1	Q2	Q3	Q4	Q1	Q2
	Backfill West Side Foundations	2d	30-Sep-21	01-Oct-21	Q4	Q1	Q2	Q3	Q4	Q1	Q2
	Form, Prep, Pour & Strip Central & East Side Foundations	5d	30-Sep-21	06-Oct-21	Q4	Q1	Q2	Q3	Q4	Q1	Q2
	Backfill East Side Foundations	2d	07-Oct-21	08-Oct-21	Q4	Q1	Q2	Q3	Q4	Q1	Q2
	3 - Finishes	20d	11-Oct-21	05-Nov-21	Q4	Q1	Q2	Q3	Q4	Q1	Q2
	Install Wood Benches	5d	11-Oct-21	15-Oct-21	Q4	Q1	Q2	Q3	Q4	Q1	Q2
	Install Concrete Unit Pavers	5d	11-Oct-21	15-Oct-21	Q4	Q1	Q2	Q3	Q4	Q1	Q2
	Install Masonry at West Side	15d	11-Oct-21	29-Oct-21	Q4	Q1	Q2	Q3	Q4	Q1	Q2
	Install Masonry unit pavers	8d	25-Oct-21	03-Nov-21	Q4	Q1	Q2	Q3	Q4	Q1	Q2
	Form & Pour Sidewalks	4d	01-Nov-21	04-Nov-21	Q4	Q1	Q2	Q3	Q4	Q1	Q2
	Install Site Accessories	2d	04-Nov-21	05-Nov-21	Q4	Q1	Q2	Q3	Q4	Q1	Q2
	3 - Landscapes	35d	30-Sep-21	17-Nov-21	Q4	Q1	Q2	Q3	Q4	Q1	Q2
	Install Drip Edge and Backfill	5d	30-Sep-21	06-Oct-21	Q4	Q1	Q2	Q3	Q4	Q1	Q2
	Final Grading & loaming	4d	05-Nov-21	10-Nov-21	Q4	Q1	Q2	Q3	Q4	Q1	Q2
	Install Irrigation System	3d	11-Nov-21	15-Nov-21	Q4	Q1	Q2	Q3	Q4	Q1	Q2
	Install Plantings	3d	11-Nov-21	15-Nov-21	Q4	Q1	Q2	Q3	Q4	Q1	Q2
	Install Lawn & Grasses	2d	16-Nov-21	17-Nov-21	Q4	Q1	Q2	Q3	Q4	Q1	Q2
	4 - Project B Exterior Closeout	9d	29-Oct-21	10-Nov-21	Q4	Q1	Q2	Q3	Q4	Q1	Q2
	CTA Worklist	5d	29-Oct-21	04-Nov-21	Q4	Q1	Q2	Q3	Q4	Q1	Q2
	Architect Punchlist	1d	05-Nov-21	05-Nov-21	Q4	Q1	Q2	Q3	Q4	Q1	Q2

Please find the attached project schedule update for your reference. Any comments or questions should be forwarded to this office no later than 7 days after receipt of this schedule. If no comments are received, it is assumed there is no issue with compliance.



Brookline HS Tappan Gym and Classroom Renovation September Schedule Update													Data Date: 30-Sep-21																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																													
ID	Name	Remaini... 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2023	2023	2023	2023	2023	2023	2023	2023	2023	2023	2023	2023	2023	2023	2023	2023	2023	

Please find the attached project schedule update for your reference. Any comments or questions should be forwarded to this office no later than 7 days after receipt of this schedule. If no comments are received, it is assumed there is no issue with compliance.

3.C.



**TOWN of BROOKLINE**  
*Massachusetts*  
**BUILDING DEPARTMENT**

Daniel Bennett  
Building Commissioner

TO: Selectboard/ School Committee

FROM: Ray Masak, PE Project Manager

SUBJECT: High School Expansion Project – Tappan Gym and 3<sup>rd</sup> Floor Renovation  
CTA Change Order No. 7 (FY 21)

DATE: October 13, 2021

On the Calendar this week, the Building Department has submitted a request for Change Order Approval for the subject project in the amount of \$86,289.82- 13 items. The subject project was approved as part of the High School Project and was designed by William Rawn Associates.

The Owner's Project Manager (Hill) has reviewed the change order and is recommending approval. Please refer to their letter October 7, 2021 for further explanation of the change.

The Building Department is available to answer any questions you may have. Thank you for your consideration.

**TOWN OF BROOKLINE**  
333 Washington Street, Brookline, Massachusetts 02445

**PURCHASE ORDER CHANGE FORM**

INVOICE DATE: 08-Oct-21

TO:	CTA Construction Managers 400 Totten Pond Road Waltham MA 02451
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Purchase Order Number  
**21201438**

Vendor Number  
**33542**

BUDGET \$7,821,340.00  
BALANCE \$8,402,818.67

FUND	AGENCY	ORGANIZATION	ACTIVITY	OBJECT
		254C204		6C0002

PAYMENT AMOUNT  
**\$86,289.82**

FOR: Brookline High School - Tappan Gym

Amendment	Date	
7	10/1/2021	Misc Changes

AMOUNT  
**\$86,289.82**

**BUILDING COMMISSION**

APPROVAL OF:

Janet Fierman, Chairman

George Cole

Kenneth Kaplan

Karen Breslawski

Nathan E. Peck

**SELECT BOARD**

APPROVAL OF:

Heather Hamilton, Chairman

Raul Fernandez

Bernard Greene

John VanScoyoc

Miriam Aschkenasy

**SCHOOL COMMITTEE**

Samuel Rippin, Assistant Superintendent For Administration and Finance





Hill International, Inc.  
 75 Second Avenue, Suite 300  
 Needham, MA 02494  
 Tel: 617-778-0900  
 Fax: 617-778-0999  
 www.hillintl.com

October 7, 2021

Mr. Ray Masak, P.E.  
 Project Manager  
 Town of Brookline Building Department  
 333 Washington Street  
 Brookline, MA 02445

RE: Recommendation to approve CTA Change Order 007

Dear Mr. Masak:

CTA Construction Managers is submitting original copies of Change Order 007 for the Brookline High School Tappan Gym and 3<sup>rd</sup> Floor Renovation for acceptance by the Town of Brookline (ToB). Hill and WRA have previously reviewed, negotiated where applicable, and agree that all items listed in this Change Order are fair, reasonable for the described scope of work, and are compensable adjustments to the Lump Sum Contract. This change order is an additional cost total of **\$86,289.82**.

CTA has been solving the issues with the design team and ToB to minimize added time and complete the job. For these reasons we recommend acceptance of this change order.

The PCOs are categorized as follows:

- (3) PCOs is a Design Omission change.
- (2) PCOs are the result of Owner Request changes.
- (6) PCOs are results from unforeseen conditions discovered during demolition of walls and floors.
- (2) PCO is from misc. scope changes.

An itemized summary is following:

PCO#	CE #	Description	Current Amount	Reason Code
8R1	9	Classroom 351 Demo Scope Reduction	-\$6,071.68	Owner Change
31	45	Demo and Cap 2.5" Main in Basement	\$608.25	Design Omission
55	76	Relocate FP Piping to Accommodate HVAC Duct	\$579.29	Unforeseen
58	82	Walls to Match Existing Paint RFI #147, existing chases in rooms 348, 348A, 354B, 354C, and 354D will be painted.	\$2,530.34	Misc. Changes
64R1	91	Tappan St. Tree Removal	\$9,486.49	Design Omission

### 3.C.

65	86	RFI #160 - Existing Piping in Vestibule 101	\$1,840.96	Unforeseen
66	84	RFI #144 - Classroom 379 Chase For Plumbing - the existing chase in classroom 379 will was built out to the east side so the plumbing pipes could be concealed within the chase	\$2,912.15	Unforeseen
67	92	Tappan Gym Existing Vent Relocation - It appears the existing 2" vent on the first floor of the Tappan Gym is in conflict with the new lockers	\$6,763.15	Design Omission
68	56	Structural Field Report #002 - Existing Openings in Level 1 Slab	\$2,182.29	Misc. Changes
69	51	Room 353A Autoclave Removal	\$1,240.75	Owner Change
73	96	366A Condensate Pipe - a chase will be constructed around the existing condensate pipe in Room 366A	\$1,342.91	Unforeseen
80	105	RFI #194 - Floor Prep Conc. Sub Floor (Hole Infill)	\$18,600.17	Unforeseen
81	106	RFI #194 - Floor Prep Conc. Sub Floor (Floor Prep)	\$44,274.75	Unforeseen

Based on the above, Hill recommends to ToB approval of Change Order 007 to CTA Construction Managers lump sum contract.

Very truly yours,



Andy Vo, PMP, CCM, LEED AP, MCPPO  
Sr. Project Manager



CTA Construction Managers  
400 Totten Pond Road  
Waltham, 02451  
Phone: (781) 786-6600

**PCCO #007**

Project: 2020-02 - Brookline High School Tappan Gym and 3rd Floor  
Renovation  
115 Greenough St  
Brookline, Massachusetts 02445

### Prime Contract Change Order #007: OCO #007

<b>TO:</b>	<b>Town of Brookline</b> 333 Washington Street, 3rd Floor Brookline, Massachusetts 02445	<b>FROM:</b>	<b>CTA Construction Managers, LLC</b> 400 Totten Pond Road, 2nd Floor Waltham, Massachusetts 02451
<b>DATE CREATED:</b>	10/01/2021	<b>CREATED BY:</b>	Robert Harrington (CTA Construction Managers, LLC)
<b>CONTRACT STATUS:</b>	Approved	<b>REVISION:</b>	0
<b>DESIGNATED REVIEWER:</b>		<b>REVIEWED BY:</b>	
<b>DUE DATE:</b>		<b>REVIEW DATE:</b>	10/06/2021
<b>INVOICED DATE:</b>		<b>PAID DATE:</b>	
<b>SCHEDULE IMPACT:</b>		<b>EXECUTED:</b>	No
		<b>SIGNED CHANGE ORDER RECEIVED DATE:</b>	
<b>CONTRACT FOR:</b>	1: Brookline High School Tappan Gym and 3rd Floor Renovation		<b>TOTAL AMOUNT:</b> \$86,289.82 <i>OK 10/21</i>

#### DESCRIPTION:

Per correspondence with the awarding authority and the architect, the following PCO's have been approved and are included in this change order:

1. PCO #008r1: CE #009 - Classroom 351 Demo Reduction
2. PCO #031: CE #045 - Demo and Cap 2.5" Main in Basement
3. PCO #055: CE #076 - Relocate FP Piping for Concrete Beam Installation
4. PCO #058: CE #082 - RFI #147 - Walls to Match Existing Paint
5. PCO #064r1: CE #091 - Tappan St. Tree Removal
6. PCO #065: CE #086 - RFI #160 - Existing Piping in Vestibule 101
7. PCO #066: CE #084 - RFI #144 - Classroom 379 Chase For Plumbing
8. PCO #067: CE #092 - Tappan Gym Existing Vent Relocation
9. PCO #068: CE #056 - Structural Field Report #002 - Existing Openings in Level 1 Slab
10. PCO #069r1: CE #051 - Room 353A Autoclave Removal
11. PCO #073 - CE #096 - RFI #183 - 366A Condensate Pipe
12. PCO #080 - CE #105 - RFI #194 - Floor Prep Conc. Sub Floor (Hole Infill)
13. PCO #081 - CE #106 - RFI #194 - Floor Prep Conc. Sub Floor (Floor Prep)

Please note: PCO #031 was previously approved on 7/12/2021, but was not included in a previous change order.

#### ATTACHMENTS:

#### POTENTIAL CHANGE ORDERS IN THIS CHANGE ORDER:

PCO #	Title	Schedule Impact	Amount
008r1	CE #009 - Classroom 351 Demo Reduction		(\$6,071.68)
031	CE #045 - Demo and Cap 2.5" Main in Basement		\$608.25
055	CE #076 - Relocate FP Piping for Concrete Beam Installation		\$579.29
058	CE #082 - RFI #147 - Walls to Match Existing Paint		\$2,530.34
064r1	CE #091 - Tappan St. Tree Removal		\$9,486.49
065	CE #086 - RFI #160 - Existing Piping in Vestibule 101		\$1,840.96
066	CE #084 - RFI #144 - Classroom 379 Chase For Plumbing		\$2,912.15
067	CE #092 - Tappan Gym Existing Vent Relocation		\$6,763.15
068	CE #056 - Structural Field Report #002 - Existing Openings in Level 1 Slab		\$2,182.29
069r1	CE #051 - Room 353A Autoclave Removal		\$1,240.75
073	CE #096 - RFI #183 - 366A Condensate Pipe		\$1,342.91





PCCO #007

080	CE #105 - RFI #194 - Floor Prep Conc. Sub Floor (Hole Infill)		\$18,600.17
081	CE #106 - RFI #194 - Floor Prep Conc. Sub Floor (Floor Prep)		\$44,274.75
<b>Total:</b>			\$86,289.82

## CHANGE ORDER LINE ITEMS:

## PCO # 008r1: CE #009 - Classroom 351 Demo Reduction

#	Budget Code	Description	Amount
1	01-903.CTA Sub Hazardous Materials Abatement.CTA Sub		\$(1,013.68)
2	15-100.FSB Plumbing.Filed Sub Bidder		\$(1,213.00)
3	16-100.FSB Electrical.Filed Sub Bidder		\$(900.00)
4	06-400.CTA Sub Architectural Woodwork.CTA Sub		\$(575.00)
5	09-500.FSB Ceilings.Filed Sub Bidder		\$(2,298.00)
<b>Subtotal:</b>			<b>\$(5,999.68)</b>
Direct Work OHP (15.00% Applies to CTA Direct.):			\$0.00
Subcontractor OHP (5.00% Not applicable to any line item types.):			\$0.00
B&I (1.20% Applies to all line item types.):			\$(72.00)
<b>Grand Total:</b>			<b>\$(6,071.68)</b>

## PCO # 031: CE #045 - Demo and Cap 2.5" Main in Basement

#	Budget Code	Description	Amount
1	15-300.FSB Fire Protection Piping.Filed Sub Bidder		\$572.42
<b>Subtotal:</b>			<b>\$572.42</b>
Direct Work OHP (15.00% Applies to CTA Direct.):			\$0.00
Subcontractor OHP (5.00% Applies to Filed Sub Bidder and CTA Sub.):			\$28.62
B&I (1.20% Applies to all line item types.):			\$7.21
<b>Grand Total:</b>			<b>\$608.25</b>

## PCO # 055: CE #076 - Relocate FP Piping for Concrete Beam Installation

#	Budget Code	Description	Amount
1	15-300.FSB Fire Protection Piping.Filed Sub Bidder		\$545.16
<b>Subtotal:</b>			<b>\$545.16</b>
Direct Work OHP (15.00% Applies to CTA Direct.):			\$0.00
Subcontractor OHP (5.00% Applies to Filed Sub Bidder and CTA Sub.):			\$27.26
B&I (1.20% Applies to all line item types.):			\$6.87
<b>Grand Total:</b>			<b>\$579.29</b>

## PCO # 058: CE #082 - RFI #147 - Walls to Match Existing Paint

#	Budget Code	Description	Amount
1	09-900.FSB Paints and Coatings.Filed Sub Bidder		\$2,381.28
<b>Subtotal:</b>			<b>\$2,381.28</b>
Direct Work OHP (15.00% Applies to CTA Direct.):			\$0.00
Subcontractor OHP (5.00% Applies to Filed Sub Bidder and CTA Sub.):			\$119.06
B&I (1.20% Applies to all line item types.):			\$30.00
<b>Grand Total:</b>			<b>\$2,530.34</b>

## PCO # 064r1: CE #091 - Tappan St. Tree Removal

#	Budget Code	Description	Amount
1	31-100.CTA Sub Earthwork.CTA Sub		\$7,000.00



PCCO #007

#	Budget Code	Description	Amount
2	02-000.CTA Direct General.CTA Direct	2 days of details, 2 details per day	\$1,760.00
<b>Subtotal:</b>			<b>\$8,760.00</b>
Direct Work OHP (15.00% Applies to CTA Direct.):			\$264.00
Subcontractor OHP (5.00% Applies to Filed Sub Bidder and CTA Sub.):			\$350.00
B&I (1.20% Applies to all line item types.):			\$112.49
<b>Grand Total:</b>			<b>\$9,486.49</b>

## PCO # 065: CE #086 - RFI #160 - Existing Piping in Vestibule 101

#	Budget Code	Description	Amount
1	09-900.FSB Paints and Coatings.Filed Sub Bidder		\$0.00
2	09-250.CTA Sub Gypsum Wallboard.CTA Sub		\$1,732.50
<b>Subtotal:</b>			<b>\$1,732.50</b>
Direct Work OHP (15.00% Applies to CTA Direct.):			\$0.00
Subcontractor OHP (5.00% Applies to Filed Sub Bidder and CTA Sub.):			\$86.63
B&I (1.20% Applies to all line item types.):			\$21.83
<b>Grand Total:</b>			<b>\$1,840.96</b>

## PCO # 066: CE #084 - RFI #144 - Classroom 379 Chase For Plumbing

#	Budget Code	Description	Amount
1	09-900.FSB Paints and Coatings.Filed Sub Bidder		\$325.59
2	09-250.CTA Sub Gypsum Wallboard.CTA Sub		\$2,415.00
<b>Subtotal:</b>			<b>\$2,740.59</b>
Direct Work OHP (15.00% Applies to CTA Direct.):			\$0.00
Subcontractor OHP (5.00% Applies to Filed Sub Bidder and CTA Sub.):			\$137.03
B&I (1.20% Applies to all line item types.):			\$34.53
<b>Grand Total:</b>			<b>\$2,912.15</b>

## PCO # 067: CE #092 - Tappan Gym Existing Vent Relocation

#	Budget Code	Description	Amount
1	15-100.FSB Plumbing.Filed Sub Bidder		\$6,255.19
2	02-000.CTA Direct General.CTA Direct	Dumpster Costs	\$100.00
<b>Subtotal:</b>			<b>\$6,355.19</b>
Direct Work OHP (15.00% Applies to CTA Direct.):			\$15.00
Subcontractor OHP (5.00% Applies to Filed Sub Bidder and CTA Sub.):			\$312.76
B&I (1.20% Applies to all line item types.):			\$80.20
<b>Grand Total:</b>			<b>\$6,763.15</b>

## PCO # 068: CE #056 - Structural Field Report #002 - Existing Openings in Level 1 Slab

#	Budget Code	Description	Amount
1	05-100.CTA Sub Structural Metals.CTA Sub		\$771.28
2	03-050.CTA Sub Concrete Subcontractor.CTA Sub		\$1,282.44
<b>Subtotal:</b>			<b>\$2,053.72</b>
Direct Work OHP (15.00% Applies to CTA Direct.):			\$0.00
Subcontractor OHP (5.00% Applies to Filed Sub Bidder and CTA Sub.):			\$102.69
B&I (1.20% Applies to all line item types.):			\$25.88
<b>Grand Total:</b>			<b>\$2,182.29</b>

## PCO # 069r1: CE #051 - Room 353A Autoclave Removal

#	Budget Code	Description	Amount
1	15-100.FSB Plumbing.Filed Sub Bidder		\$620.04





PCCO #007

#	Budget Code	Description	Amount
2	02-000.CTA Direct General.CTA Direct	Demo Autoclave	\$500.00
<b>Subtotal:</b>			<b>\$1,120.04</b>
Direct Work OHP (15.00% Applies to CTA Direct.):			\$75.00
Subcontractor OHP (5.00% Applies to Filed Sub Bidder and CTA Sub.):			\$31.00
B&I (1.20% Applies to all line item types.):			\$14.71
<b>Grand Total:</b>			<b>\$1,240.75</b>

## PCO # 073: CE #096 - RFI #183 - 366A Condensate Pipe

#	Budget Code	Description	Amount
1	09-250.CTA Sub Gypsum Wallboard.CTA Sub		\$1,044.75
2	09-900.FSB Paints and Coatings.Filed Sub Bidder		\$0.00
3	02-000.CTA Direct General.CTA Direct	Disposal	\$200.00
<b>Subtotal:</b>			<b>\$1,244.75</b>
Direct Work OHP (15.00% Applies to CTA Direct.):			\$30.00
Subcontractor OHP (5.00% Applies to Filed Sub Bidder and CTA Sub.):			\$52.24
B&I (1.20% Applies to all line item types.):			\$15.92
<b>Grand Total:</b>			<b>\$1,342.91</b>

## PCO # 080: CE #105 - RFI #194 - Floor Prep Conc. Sub Floor (Hole Infill)

#	Budget Code	Description	Amount
1	05-500.FSB Metal Fabrications.Filed Sub Bidder	Fabricate and Provide Steel Inserts	\$5,335.00
2		Set Up and Chip Holes (1.25 Hours per Hole)	\$5,013.00
3		Receive, Inventory, Distribute and Install Steel Inserts (0.5 hours per Hole)	\$2,005.20
4		Mix and Pour Concrete (1.25 Hours per Hole)	\$5,013.00
5		Concrete Materials & Mixer Rental	\$900.00
<b>Subtotal:</b>			<b>\$18,266.20</b>
Direct Work OHP (15.00% Applies to CTA Direct.):			\$0.00
Subcontractor OHP (5.00% Applies to Filed Sub Bidder and CTA Sub.):			\$266.75
B&I (1.20% Applies to all line item types.):			\$67.22
<b>Grand Total:</b>			<b>\$18,600.17</b>

## PCO # 081: CE #106 - RFI #194 - Floor Prep Conc. Sub Floor (Floor Prep)

#	Budget Code	Description	Amount
1	09-600.CTA Sub Flooring.CTA Sub	Materials	\$30,907.00
2	09-600.CTA Sub Flooring.CTA Sub	Equipment Including Trucking	\$3,800.00
3	09-600.CTA Sub Flooring.CTA Sub	Labor (120 hours)	\$14,793.00
4	09-600.CTA Sub Flooring.CTA Sub	(1) Time off Hours Shift	\$2,120.00
5	09-250.CTA Sub Gypsum Wallboard.CTA Sub	Credit for Plywood Installation	\$(11,925.00)
6	02-000.CTA Direct General.CTA Direct	Disposal	\$200.00
7	02-000.CTA Direct General.CTA Direct	Cleaning	\$1,600.00
<b>Subtotal:</b>			<b>\$41,495.00</b>
Direct Work OHP (15.00% Applies to CTA Direct.):			\$270.00
Subcontractor OHP (5.00% Applies to Filed Sub Bidder and CTA Sub.):			\$1,984.75
B&I (1.20% Applies to all line item types.):			\$525.00
<b>Grand Total:</b>			<b>\$44,274.75</b>



PCCO #007

The original (Contract Sum)	\$7,821,340.00
Net change by previously authorized Change Orders	\$495,188.85
The contract sum prior to this Change Order was	\$8,316,528.85
The contract sum will be increased by this Change Order in the amount of	\$86,289.82
The new contract sum including this Change Order will be	\$8,402,818.67
The contract time will not be changed by this Change Order.	

WRA Team (William Rawn Associates)  
10 Post Office Sq. Suite 1010  
Boston, Massachusetts 02109

Town of Brookline  
333 Washington Street, 3rd Floor  
Brookline, Massachusetts 02445

CTA Construction Managers, LLC  
400 Totten Pond Road, 2nd Floor  
Waltham, Massachusetts 02451

SIGNATURE DATE

SIGNATURE DATE

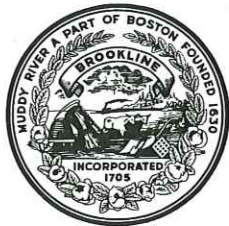
SIGNATURE DATE 10/6/21

CTA Construction Managers

Page 5 of 5

Printed On: 10/6/2021 03:19 PM

3.D.



**TOWN of BROOKLINE**  
*Massachusetts*

**BUILDING DEPARTMENT**

Daniel Bennett  
Building Commissioner

**TO:** Selectboard/ School Committee

**FROM:** Ray Masak, PE Project Manager

**SUBJECT:** Brookline High School Expansion project  
Commissioning Services- Contract Amendment 1 (FY 19)

**DATE:** October 13, 2021

On the Calendar this week, the Building Department is requesting the approval of a contract amendment for designer services for the subject project in the amount of \$6,000. This amendment is for additional onsite observations of ongoing field water leakage tests due to water infiltration issues for windows on the third floor of 22 Tappan.

The appropriation for the original contract was approved by Town Meeting as part of the overall High School project budget for FY19. The commissioning work of this contract has been ongoing since the start of the project.

The Building Department will be available to answer any questions. Thank you for your consideration.

## TOWN OF BROOKLINE

333 Washington Street, Brookline, Massachusetts 02445

## PURCHASE ORDER CHANGE FORM

INVOICE DATE; 08-Oct-21

TO:	Richard D. Kimball DBA NV5 P O Box 74008680 Chicago IL 60674-8680
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Purchase Order Number

21916684

Vendor Number

1653

PAYMENT AMOUNT

\$6,000.00

REVISED BUDGET 277,981.00  
-2017 283,981.00

FUND	ORGANIZATION	ACTIVITY	OBJECT
	2594C204		524008

FOR: Brookline High School Expansion

Amendment	Date	
#1	9/16/2021	Window Testing

AMOUNT  
\$6,000.00

## BUILDING COMMISSION

APPROVAL OF:

Janet Fierman, Chairman

George Cole

Kenneth Kaplan

Karen Breslawski

Nathan E. Peck

## SELECT BOARD

APPROVAL OF:

Heather Hamilton, Chairman

Raul Fernandez

Bernard Greene

John VanScoyoc

Miriam Aschkenasy

## SCHOOL COMMITTEE

APPROVAL OF:

Samuel Rippin, Assistant Superintendent For Administration and Finance





Hill International, Inc.  
75 Second Avenue, Suite 300  
Needham, MA 02494  
Tel: 617-778-0900  
www.hillintl.com

October 7, 2021

Mr. Ray Masak, P.E.  
Project Manager  
Town of Brookline Building Department  
333 Washington Street  
Brookline, MA 02445

RE: Recommendation to approve NV5 Amendment #1 for five additional site visits for observation of window tests

Dear Mr. Masak:

NV5 is submitting their Contract Amendment #1 for five (5) additional site visits for Building Enclosure Associates (BEA) to review and observe of on-going window field water tests at 22 Tappan St. which are above and beyond what was included in the original base fee for the Brookline High School Expansion Project. Hill has reviewed, negotiated where applicable, and agree that all items listed in this amendment is fair, reasonable for the described scope of work, and are compensable adjustments to the Lump Sum Contract. This Contract Amendment is an additional cost total of **\$6,000.00**.

Based on the above, Hill recommends to ToB approval of NV5 Contract Amendment #1 to their lump sum contract.

Very truly yours,

A handwritten signature in black ink, appearing to read "Andy Vo".

Andy Vo, PMP, CCM, LEED AP, MCPPO  
Sr. Project Manager

**DELIVERING THE  
INFRASTRUCTURE  
OF CHANGE**

21916684

**ADDITIONAL SERVICES AUTHORIZATION**

**Client:** Town of Brookline **Date:** September 16, 2021

**Project:** Brookline High School Expansion Cx **NV5 No.** 859418-0180687

**Requested by:** Mr. Andy Vo – Hill International, Inc.

**Additional Services Requested:**

Owner Requested Change:	<input checked="" type="checkbox"/>	Value Engineering:	<input type="checkbox"/>
Scope Change:	<input checked="" type="checkbox"/>	Other:	<input type="checkbox"/>

**Additional Services to Include the Following:**

The Additional Services were requested by the Town of Brookline / Hill International, Inc. for the Building Envelope Commissioning sub-consultant to provide additional site visits and the associated field report documentation for the Brookline High School Expansion project.

1. Five (5) Site Visits and the associated Reports at \$1,200.00 per day = \$6,000.00 – window Testing
2. Refer to the attached Change Order Request #1 provided by Building Enclosure Associates, LLC.

**Additional Engineering Fee \$ 6,000.00**

Lump Sum:	<input checked="" type="checkbox"/>	Hourly:	<input type="checkbox"/>
Hourly Not-to-Exceed:	<input type="checkbox"/>	No Fee:	<input type="checkbox"/>

1. Services will be provided in accordance with the Base Agreement.
2. Services will commence upon return of a signed *Additional Services Authorization Form*.
3. By executing this ASA, Client acknowledges it is solely responsible for payment of fee associated with this ASA.

**Accepted by:** **Client**

**NV5**

**Signature:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_

*Michael E. Papagni*

Michael Papagni  
Project Manager - NV5

September 16, 2021



September 15, 2021

Michael E. Papagni, PE Senior Associate,  
Senior Mechanical Commissioning Engineer, Project Manager  
NV5  
200 Brickstone Square  
Andover, MA 01810

RE: **Change Order Request #1**  
Brookline High School Expansion Project  
Project # 859418-0180687  
Brookline, MA

Dear Mike

We are submitting a Change Order Request for the following additional services on the above referenced project

Scope of Additional Services:

1. Additional Site Visits since we have exhausted the contract allowance.

FEES:

We propose the following budget for the scope of work detailed herein to be as follows:

Task	Fee
Original Agreement: per BEA Proposal Rev October 23, 2018	\$92,700.00
<b>Change Order # 1</b>	
Site Visits and Reports: 5 Visits @ \$1,200.00/day	
<b>Change Order #1 Subtotal:</b>	\$6,000.00
<b>Revised Contract Sum</b>	<b>\$98,700.00</b>

We trust that this Change Order Request meets your requirements. Please do not hesitate to call if you have any questions.

Yours very truly,  
Building Enclosure Associates, LLC

Michael Velji  
Principal In Charge

Accepted By:

Date: \_\_\_\_\_





TOWN of BROOKLINE  
*Massachusetts*  
Department of Public Works

*Erin Chute Gallentine*  
Commissioner

**MEMORANDUM**

**TO:** Select Board

**FROM:** Erin Chute Gallentine, Commissioner of Public Works  
Todd M. Kirrane, Transportation Administrator

**DATE:** October 20, 2021

**SUBJECT:** Award of Contract # PW/22-08 Brookline Village Traffic Signal Design

**Cc:** Melvin Kleckner, Town Administrator  
Robert King, PE, Director of Engineering & Transportation Division

---

Recommended for award and prepared for your signatures, please find attached **Contract # PW/22-08 Agreement for Engineering & Supplemental Services in Connection with Brookline Village Signal Improvements with Environmental Partners Group, LLC 1900 Crown Colony Drive Suite 402, Quincy Massachusetts 02169 in the amount of \$140,900.**

Given that transportation currently accounts for 43% of all greenhouse gas emissions in Massachusetts, the largest of any one sector, the only way for the Town to meet both the Select Board's commitment to become carbon neutral by 2050 and Town Meeting's December 2019 Healthy & Sustainable Transportation resolution to achieve a mode split of 75% of trips by walking, biking, electric micro-mobility, and public transit (among others), is to invest in and prioritize projects that improve the safety and access of these 'alternative' modes over single occupancy vehicle trips with the eventual outcome of making these modes the norm. Part of this requires the upgrading of our existing infrastructure to not only comply with the federal and state standards around accessibility but also to better meet the needs of pedestrians, cyclists, public transit, and micro-mobility users so that these modes become safer for commuting and recreational purposes.

The existing traffic signal at these 2 key intersections, in the heart of Brookline Village, are currently some of the oldest signals in our system and do not meet the design and operational standards of the Americans with Disabilities Act (ADA). At the request of the Transportation Board, individual Town Meeting members, and local merchants the DPW attempted to retrofit the existing equipment, however these attempts have proved unsuccessful due to crushed conduit

### 3.E.

and limitations in the traffic signal controller. Additionally, it is an important part of a coordinated system from the intersection of Washington Street @ High Street & Boylston Street through the Village for Fire Department response from Station 1. This design contract will include the Preliminary Design, Final Design, and Bid Document Preparation for a future CIP or potential ARPA funded traffic signal upgrade project. Included in these three phases are a review of the existing conditions survey, traffic evaluations, traffic signal system preliminary & final design including ADA compliant wheel chair ramps and related drainage, and bid document preparation. This work is included as Phase I and Phase II in the attached contract.

## TOWN OF BROOKLINE

## CONTRACT CODING APPROVAL FORM

DEPARTMENT: DPW/Engineering Division

Prepared by: TMK

Vendor Name: Environmental Partners

Vendor # 50959

Contract Name: Brookline Village Traffic Signal Design

Contract # PW/22-08

Purpose of Contract/Description\*

Amount of Contract \$140,900

Engineering services to design the traffic signal system at the intersection of Washington St, Harvard St, Kent St, Davis Ave, and Andem Pl and the intersection of Washington St and Station St through Final Design and Bld Document Preparation

## CODING

Org #	Org Name	Acct #	Acct Name	Amount
4922K177	DPW CIP	6T0044	Traffic Signal Upgrade	\$ 140,000.00
4000 4101	DPW Operating	524010	Professional/Technical	\$ 900.00
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -

\*For "K" or "C" accounts, please call it "CIP", precede by your Dept (e.g., 4909K001 would be "DPW CIP")

Department Head

Date 10-20-21

Comptroller and Purchasing Approvals

Funds Available/Codes Correct

Comptroller

Date Approved by Comptroller

Complies with Appropriate Procurement Law  
MGL ch 149, ch 30 30M, or ch 30B

Purchasing

Date Approved by Purchasing

3.E.

**DEPARTMENT OF PUBLIC WORKS  
TOWN OF BROOKLINE  
BROOKLINE, MA**

**AGREEMENT  
FOR  
ENGINEERING AND SUPPLEMENTAL SERVICES  
IN CONNECTION WITH  
BROOKLINE VILLAGE SIGNAL IMPROVEMENTS**

**SEPTEMBER 2021**

**ENVIRONMENTAL  
 PARTNERS**

----- An Apex Company -----



### 3.E.

THIS AGREEMENT, made and entered as of the date\_\_\_\_\_, by and between the Town of Brookline acting through its Department of Public Works (hereinafter called the Client), and ENVIRONMENTAL PARTNERS GROUP, LLC, a limited liability company duly organized and existing under the laws of the Commonwealth of Massachusetts, and having its principal place of business in Quincy, Massachusetts (hereinafter called ENVIRONMENTAL PARTNERS) (Client and Environmental Partners referred to as "Parties").

In consideration of the mutual agreements herein contained, the Parties hereto agree as follows:

#### SECTION 1. EMPLOYMENT OF ENVIRONMENTAL PARTNERS:

The Client hereby employs ENVIRONMENTAL PARTNERS and ENVIRONMENTAL PARTNERS agrees to perform engineering and supplemental services in accordance with the provisions of the Tasks described in SECTION 3 of this Agreement.

#### SECTION 2. INFORMATION AND SERVICES TO BE FURNISHED BY THE CLIENT:

The Client will furnish to and shall assist ENVIRONMENTAL PARTNERS in obtaining from municipal and state agencies and private individuals or companies such information and data as is available and pertinent to the services contemplated under this Agreement and the Client will provide such services as indicated below. In general, this will consist of the following:

1. The Town of Brookline will provide ENVIRONMENTAL PARTNERS with a topographic surveyed base plan adequate for the design of the subject project, providing the content, survey limits, electronic format, utility information, and right-of-way specified herein.
2. The Town will provide any information relevant to the subject project which will include existing plans including the Gateway East Signal System traffic signal phasing, timings and settings, or provide access to obtain the signal timings and settings from the signal cabinet, as well as any needed coordination with MassDOT. The Town will provide the necessary crash data and traffic count data including Turning Movement Counts and Automatic Traffic Recorder counts as specified.
3. Client will arrange for access and make all provisions for ENVIRONMENTAL PARTNERS to enter upon public and private properties as required for ENVIRONMENTAL PARTNERS to perform the services under this Agreement.

4. Client will designate, in writing, persons to act as Client's representative and Project Team members with respect to the services to be rendered under this Agreement.

#### SECTION 3. CHARACTER AND EXTENT OF ENGINEERING AND SUPPLEMENTAL SERVICES:

ENVIRONMENTAL PARTNERS shall furnish the following engineering and supplemental services in connection with Brookline Village Signal Improvements as specified.

The proposed project location includes the existing clustered signalized intersection of Washington Street at Harvard Street, Kent Street, Davis Avenue, and Andem Place, and the existing signalized intersection of Washington Street at Station Street. The project limits will extend approximately 100 feet beyond each leg's stop line or crosswalk; improvements are not anticipated beyond. The intent of the project is to replace and upgrade the traffic signal equipment at the intersection and to reconstruct the curb ramps in compliance with Americans with Disabilities Act (ADA) guidelines with minor geometric alterations at the intersection corners within project limits and rehabilitation of the impacted adjacent roadway pavement. This Scope of Services anticipates minor adjustments to existing drainage structures, and that the existing drainage system will be adequate to handle the runoff with all connections to existing systems being made within project limits. Traffic signal interconnect will be proposed via wireless communication between the two project intersections and the Gateway East Adaptive Signal system at the intersection of Washington Street, Boylston Street and High Street.

The Scope of Services is outlined below:

#### **A. Phase I – Preliminary Design**

##### *1. General*

ENVIRONMENTAL PARTNERS will prepare the Preliminary Design of the above improvements for review and comment by the Town. Review or involvement with MassDOT is not anticipated or included.

##### *2. Topographic Base Plan Review*

- a. The Town of Brookline will provide ENVIRONMENTAL PARTNERS with a topographic surveyed base plan adequate for the design of the project. The base plans shall be delivered to ENVIRONMENTAL PARTNERS in AutoCAD (Civil3D) format and will follow all MassDOT requirements including but not limited to layering conventions. While actual project limits will be established during the course of project evaluation and design, it is anticipated that the survey will extend 300 feet along each Washington Street and Harvard Street leg and 100 feet along the Kent Street, Davis Avenue, Andem Place and Station Street legs assuming the existing lane configuration will remain under proposed conditions. The survey will include all pertinent physical features within a minimum of 20 feet from the right-of-way, and shall include a grading model, compatible with Civil 3D.
- b. ENVIRONMENTAL PARTNERS will review the Town-provided files to verify compatibility.

### 3.E.

- c. ENVIRONMENTAL PARTNERS will perform a site walk to identify any obvious discrepancies on the plan for the Town to address; verification of plan accuracy by ENVIRONMENTAL PARTNERS is not included in this Scope of Services.
- d. The Town will compile utility information from available record plans and include it on the base plans. Locations of all visible existing utilities within the right of way and invert elevations of all accessible catch basins and drain manholes will be provided by the Town. Drainage pipe sizes, outlet pipes and direction of flow will be shown.
- e. The Town will research and compile Right of Way information from the Assessors' office, Engineering Department, MassDOT and Registry of Deeds to obtain available information relative to roadway layout lines, property lines and baseline information. All horizontal and vertical control will be connected by the Town to the Massachusetts Grid System by GPS. Right-of-way boundaries within the survey limits will be located by the Town using physical monuments in combination with state, county or Town survey plans of record with descriptions provided. Property sidelines will be shown in approximate locations based on available information; owner deed reference, book and page number will also be labeled by the Town.

#### 3. *Traffic Evaluations and Technical Memorandum Preparation*

- a. ENVIRONMENTAL PARTNERS will research with the Town available pertinent information relative to the proposed project. This will include review of existing plans, traffic information or other documents, and conducting a visual review of the project area to identify deficiencies.
- b. ENVIRONMENTAL PARTNERS will evaluate traffic operations and safety at the intersection which will include traffic data related to traffic volumes and speeds, crash occurrence, turning movements, existing alignment and roadway geometry and other pertinent information in order to recommend optimal traffic signal timing and coordination based on a design year.
- c. The Town of Brookline will provide ENVIRONMENTAL PARTNERS with Turning Movement Count (TMC) data at the project cluster intersection and the intersection of Washington Street at Station Street collected during typical weekday morning peak hours (7:00 a.m. to 9:00 a.m.) and evening peak hours (4:00 p.m. to 6:00 p.m.). TMC's will include vehicle classification along with pedestrian and bicycle volumes. This Scope of Services assumes the identified peak periods to be the critical times for evaluation at this location.
- d. The Town of Brookline will provide ENVIRONMENTAL PARTNERS with Automatic Traffic Recorder (ATR) counts near the project intersection as available, collected for a continuous 48-hour period to identify fluctuations in traffic volumes and 85th percentile vehicle speeds over the course of a typical weekday.
- e. The Town of Brookline will provide ENVIRONMENTAL PARTNERS with crash data provided by the Brookline Police Department relative to the subject intersection that will

### 3.E.

be reviewed and summarized for the five most recent years available. ENVIRONMENTAL PARTNERS will compare the data with that available through Massachusetts Department of Transportation (MassDOT) and will calculate the rate of accidents at the location for comparison with state and local district averages.

- f. ENVIRONMENTAL PARTNERS will observe the intersection during a portion of one morning and one evening peak hour to witness driver behavior, safety deficiencies, delays and queues.
- g. The traffic data will be summarized and projected to reflect anticipated future growth to a design year based on available data. Operations will be analyzed at the subject intersection under both current and future traffic volumes for the weekday morning and evening peak hours using Synchro software. The analysis of peak hour traffic volumes will be used to optimize traffic signal timing under future conditions. This Scope of Services assumes the Town will provide ENVIRONMENTAL PARTNERS with the existing signal phase timing at the project intersections; the project is not intended to involve rethinking circulation, lane configurations, or geometry of the intersection.
- h. The proposed traffic signal timing at the project intersections will be coordinated with the existing Gateway East Signal System along Washington Street. The proposed traffic signal coordination will tie into the Town-provided timing at the Washington Street at Boylston Street and High Street intersection; this Scope of Services does not include analysis of the Gateway East Signal System itself. It is expected that the cycle length of the project intersection will be consistent with the Gateway East Signal System, to maintain coordination with said system. This Scope of Services assumes the Town will provide ENVIRONMENTAL PARTNERS with the Gateway East Signal System traffic signal phasing, timings and settings, and details and specifications of the Gateway East Adaptive Signal Control system, or provide access to obtain the signal timings and settings from the signal cabinet, and that the Town will coordinate with MassDOT as required.
- i. The analysis, results and recommendations will be summarized in the form of a Technical Memorandum. Preparation of a Functional Design Report is not anticipated or included.

#### 4. *Intersection Design*

- a. Since it is understood that the intent of this project is to upgrade traffic signal equipment and provide ADA compliant accommodations while retaining the existing circulation/configuration, concepts will not be prepared as part of this project.
- b. ENVIRONMENTAL PARTNERS will prepare the typical preliminary (50%) design requirements for the project intersection based on sound engineered design and ADA regulations as well as recommendations from the Town regarding specific project criteria. The scale of improvements in this project is anticipated to be limited to ADA compliant pedestrian accommodations improvements with minor geometry alteration at the



### 3.E.

intersection corners within project limits. It is anticipated that the existing lane configuration, traffic circulation, road widths, median islands, intersection geometry, roadway pavement, and bicycle accommodations are to be retained with only minor alterations. Infringement of right-of-way with the exception of minor grade blending is not anticipated.

- c. It is understood that all information that the Town has available relative to the project (i.e., existing plans, GIS mapping data, etc.) will be provided to Environmental Partners at no cost so that we may properly review the work.
- d. ENVIRONMENTAL PARTNERS will perform site visits as needed for the specified design efforts.
- e. It is anticipated that the existing streetscape and landscape features and street lighting are to be retained. No additional landscape, streetscape or lighting features are included.
- f. All proposed construction is anticipated to take place within the existing right-of-way. Services associated with rights of entry, permanent easements or land acquisitions are not anticipated or included in this budget but may be provided for a mutually negotiated additional budget.
- g. A preliminary construction cost estimate will be prepared using the MassDOT item format. A copy of the Preliminary Design and construction estimate will be provided to the Town for review and comment. A review by MassDOT is not anticipated.

#### 5. *Traffic Signal Design*

- a. ENVIRONMENTAL PARTNERS will design traffic signal upgrades at the Washington Street at Harvard Street, Kent Street, Davis Avenue, and Andem Place cluster intersection, and at the Washington Street at Station Street intersection
- b. Interconnection of the two project intersections to the Washington Street at Boylston Street and High Street intersection will be proposed via wireless interconnect. For budgeting purposes, it is assumed that the equipment installed as part of the Gateway East project will already be adequate for the proposed interconnect, and that the Town can provide access to ENVIRONMENTAL PARTNERS to obtain existing signal settings and timings, and details and specifications of the Gateway East Adaptive Signal Control system, and that the Town will coordinate with MassDOT, as needed. A hard-wire interconnect is not proposed so as to avoid impact to sidewalks and curb ramps along the Washington Street corridor outside the limits of the project intersection reconstruction.

#### 6. *Drainage Design*

- a. This Scope of Services anticipates minor adjustments to existing drainage structures due to minor changes in alignment and/or new ADA curb ramp locations. However, without a change in impervious area, it is assumed that the existing drainage system will be adequate to handle the runoff and all connections to existing systems will be made within

project limits. Design of drainage systems outside of project limits and HydroCAD evaluations are not anticipated.

#### 7. *Subsurface Exploration*

- a. Borings for mast arm foundations will be performed during the construction phase by the contractor as part of the contractor's bid price ultimately prepared; borings are not included in this Scope of Services.
- b. It is anticipated that the existing streetscape, landscape and lighting features are to be retained. The design of additional landscape, streetscape or lighting features are not included.

#### 8. *Meetings / Coordination*

- a. ENVIRONMENTAL PARTNERS will attend up to one (1) meeting with the Town officials during the Preliminary Design phase. ENVIRONMENTAL PARTNERS will also coordinate with the Town as needed.
- b. This Scope of Services assumes no public meetings, presentation graphics, or PowerPoint presentations will be required.

### **B. Phase II – Final Design and Bid Document Preparation**

#### 1. *General*

- a. ENVIRONMENTAL PARTNERS will address minor review comments provided by representatives of the Town and will advance the Preliminary Design to Final Design. Bid documents will be prepared adequate for bidding purposes including plans, specifications and construction estimate. Submission to and review by MassDOT are not included in this Scope of Services.

#### 2. *Final Design*

- a. ENVIRONMENTAL PARTNERS will review the Town's Preliminary Design comments, discuss via video conference, and respond.
- b. ENVIRONMENTAL PARTNERS will advance the Preliminary Design into Final Design, increasing level of detail for bid and construction purposes. Additional detail will be provided to verify slope requirements for ADA and curb ramp transitions and Traffic Management typical details for construction. This Scope of Services assumes that Town comments will remain consistent with the above project intent and previous Town guidance.

#### 3. *Bid Document Preparation*

- a. ENVIRONMENTAL PARTNERS will prepare supplementary specifications to the Massachusetts Department of Transportation "Standard Specifications for Highways and Bridges" (latest edition) in the form of Special Provisions which shall incorporate

### 3.E.

relevant sections of the Town's standard specifications where applicable. This work includes the preparation of the bid tabulation and technical specification sections of the contract bid documents. Standard bidding requirements, general conditions, bid forms, agreement or other information associated with procurement requirements and procedures will be provided.

- b. ENVIRONMENTAL PARTNERS will provide a final construction cost estimate. The final construction cost estimate will include the quantity, unit price and estimated cost of all pay items. The estimate will be based on prevailing prices established by MassDOT and recently advertised and awarded projects completed by the Town and ENVIRONMENTAL PARTNERS. A bid tab will be prepared and included in the Bid Form section of the bid document providing the quantity for each bid item.
- c. Final Design plans will be prepared for the subject intersection. Plans will include:
  - Cover Sheet
  - General Notes
  - Construction Details
  - Construction Plans showing Curb Tie and Grading (if needed)
  - Signage Plans and Sign Summary
  - Traffic Signal Plan
  - Traffic Management Typical Details
- d. The bid package will be submitted to the Town for review and comment upon completion.
- e. ENVIRONMENTAL PARTNERS will respond to comments and implement changes as appropriate into the submission of bid documents including plans, specifications, and estimates (PS&E).

#### 4. *Right-of-Way*

- a. The proposed construction is anticipated to take place within the Town right-of-way and not on private property or within State Highway. Permanent or temporary easements, land acquisitions, or rights-of-entry are not included in this Scope of Services.

#### 5. *Environmental Permitting*

- a. Wetlands are not anticipated within the project limits and therefore permitting is not anticipated in this Scope of Services.

#### 6. *Meetings / Coordination*

- a. ENVIRONMENTAL PARTNERS will attend up to one (1) meeting with the Town officials during the Final Design phase. Public meetings or PowerPoint presentations are not anticipated. ENVIRONMENTAL PARTNERS will also coordinate with the Town as needed.

### C. Phase III – Bid & Construction Phase Services

#### 1. *Bid Phase Services*

- a. ENVIRONMENTAL PARTNERS will assist the Town in their advertising for and obtaining bids for construction, materials, equipment and services and attending pre-bid conferences for the contract. ENVIRONMENTAL PARTNERS will issue Addenda as appropriate to clarify, modify or change the Bidding Documents. Any fees associated with the bidding process are anticipated to be covered by the Town.
- b. ENVIRONMENTAL PARTNERS will consult with the Town as to the acceptability of subcontractors, suppliers and other persons and entities proposed by the Contractor for those portions of the work as to which such acceptability is required by Bidding Documents.
- c. ENVIRONMENTAL PARTNERS will attend the bid opening, prepare bid tabulation sheets and assist the Town in evaluating bids for their award of a contract for the proposed construction.

#### 2. *Construction Administration*

ENVIRONMENTAL PARTNERS will provide full time construction administration services for a duration of up to 18 weeks to assist the Brookline Department of Public Works with the management and administration of the construction contract. This task will include:

- a. Make visits to the site at intervals appropriate to the various stages of construction to observe as an experienced and qualified design professional the progress and quality of the executed work of Contractor(s) and to determine in general if such work is proceeding in accordance with the Contract Documents. (ENVIRONMENTAL PARTNERS construction administrative staff shall not be required to make exhaustive or continuous on-site inspection to check the quality or quantity of such work). ENVIRONMENTAL PARTNERS construction administrative staff shall not be responsible for the means, methods, techniques, sequences or procedures of construction selected by Contractor(s) or the safety precautions and programs incident to the work of Contractor(s). ENVIRONMENTAL PARTNERS' efforts will be directed toward providing a greater degree of confidence for Client that the completed work of Contractor(s) will conform to the Contract Documents, but ENVIRONMENTAL PARTNERS shall not be responsible for the failure of Contractor(s) to perform the work in accordance with the Contract Documents. During such visits, and on the basis of on-site observations, ENVIRONMENTAL PARTNERS shall endeavor to keep Client informed of the progress of the work, shall endeavor to guard Client against defects and deficiencies in such work and may recommend the Client disapprove or reject work failing to conform to the Contract Documents.
- b. Review and take appropriate action in respect to Shop Drawings and samples, results of tests and inspections, and other data which Contractor is required to submit, but



### 3.E.

only for conformance with the design concept of the Project and compliance with the information given in the Contract Documents (but such review or other action shall not extend to means, methods, sequences, techniques or procedures of construction or to safety precautions and programs incident thereto); determine the acceptability of substitute materials and equipment proposed by Contractor(s); and receive and review (for general content as required by the Specifications) maintenance and operating instructions, schedules, guarantees, bonds and certificates of inspection which are to be assembled by Contractor(s) in accordance with the Contract Documents.

- c. Issue all instructions of Client to Contractor(s); issue necessary interpretations and clarifications of the Contract Documents and in connection therewith prepare change orders as required; have authority, as Client's consultant, to require special inspection or testing of the work; act as initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the work thereunder and make decisions on all claims of Client and Contractor(s) relating to the acceptability of the work or in the interpretation of the requirements of the Contract Documents pertaining to the execution and progress of the work; but ENVIRONMENTAL PARTNERS shall not be liable for the result of any such interpretations or decisions rendered in good faith.
- d. Based on ENVIRONMENTAL PARTNERS' on-site observations as an experienced and qualified design professional on review of applications for payment and the accompanying data and schedules, determine the amounts owing to Contractor(s) and recommend in writing to the Client payments to Contractor(s) in such amounts; such recommendations for payment will constitute a representation to Client, based on such observations and review, that the work has progressed to the point indicated, that, to the best of ENVIRONMENTAL PARTNERS' knowledge, information and belief, the quality of such work is in accordance with the Contract Documents (subject to an evaluation of such work as a functioning Project upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents, and to any qualifications stated in his recommendation), and that payment of the amount recommended is due Contractor(s); but by recommending any payment ENVIRONMENTAL PARTNERS will not thereby be deemed to have represented that continuous or exhaustive examinations have been made by ENVIRONMENTAL PARTNERS to check the quality or quantity of the work or to review the means, methods, sequences, techniques or procedures of construction or safety precautions or programs incident thereto or that ENVIRONMENTAL PARTNERS has made an examination to ascertain how or for what purposes Contractor has used the moneys paid on account of the Contract Price, or that title to any of the work, materials or equipment has passed to Client free and clear of any lien, claims, security interest or encumbrances, or that Contractor(s) have completed their work exactly in accordance with the Contract Documents.
- e. Conduct a review to determine if the Project is substantially complete and to determine if, to the best of ENVIRONMENTAL PARTNERS' knowledge, the work has been completed in substantial conformance with the Contract Documents and the intent of

### 3.E.

the design and if Contractor has fulfilled all of his obligations thereunder so that ENVIRONMENTAL PARTNERS may recommend, in writing, final payment to Contractor(s) and may give written notice to Client and the Contractor(s) that the work is acceptable (subject to any conditions therein expressed), but any such recommendations and notice shall be subject to the limitations expressed in paragraph D above.

- f. ENVIRONMENTAL PARTNERS shall not be responsible for the acts or omissions of any Contractor, or subcontractor, or any of the Contractor(s)' or subcontractors' agents or employees or any other persons (except ENVIRONMENTAL PARTNERS' own employees and agents) at the site or otherwise performing any of the Contractor(s)' work; however, nothing contained in paragraphs a through e, inclusive, shall be construed to release ENVIRONMENTAL PARTNERS from liability for failure to properly perform duties undertaken by him in the Contract Documents.
- g. ENVIRONMENTAL PARTNERS shall collect and store certified payrolls from the Contractor(s) or subcontractor and provide the Client with copies as requested.

#### 3. *Resident Project Representative*

Environmental Partners will provide a full time resident project representative whose duties, responsibilities and limitations of authority are outlined below, for a duration of up to eight hundred ten (810) hours. The actual cost of this task will depend on the total construction duration. This is based on 18 weeks of work and a maximum of 9 hours per day.

- 1. Provide a Senior Resident Project Representative on an as-needed basis commensurate with project activities, for a maximum of 810 person-hours to observe construction activities related to construction of the construction contract and to observe, as an experienced and qualified design professional, the progress and quality of the executed work of Contractor(s), and to determine, in general, if such work is proceeding in accordance with the Contract Documents. The anticipated level of effort is based on a presumed construction duration of approximately 18 working weeks.

ENVIRONMENTAL PARTNERS shall not be responsible for the means, methods, techniques, sequences, or procedures of construction selected by the Contractor(s), or the safety precautions and programs incident to the work of the Contractor(s), but ENVIRONMENTAL PARTNERS shall be responsible for notifying the Contractor and Client of any work that is cause for concern with respect to consistency with the requirements of the contract plans and specifications. ENVIRONMENTAL PARTNERS' efforts will be directed toward providing a greater degree of confidence for Client that the completed work of the Contractor(s) will conform to the Contract Documents, but ENVIRONMENTAL PARTNERS shall not be responsible for the failure of the Contractor(s) to perform the work in accordance with the Contract Documents. On the basis of on-site observations, ENVIRONMENTAL PARTNERS shall keep Client informed of the progress of the work, shall guard Client against defects and deficiencies in such work, and shall

### 3.E.

recommend the Client disapprove or reject work failing to conform to the Contract Documents.

2. The Resident Project Representative's duties, responsibilities, and limitations of authority are outlined below.

- a. General:

The Resident Project Representative is ENVIRONMENTAL PARTNERS' Agent, and shall act under the supervision of the ENVIRONMENTAL PARTNERS Project Manager. He shall confer with the ENVIRONMENTAL PARTNERS Project Manager regarding his actions. His dealings in matters pertaining to on-site work will be, in general, with the ENVIRONMENTAL PARTNERS Project Manager and the Contractor, keeping the Client advised as indicated below and as necessary. His dealings with subcontractors will only be through or with the full knowledge of Contractor or his on-site representative. He shall generally communicate with Client with the knowledge of the ENVIRONMENTAL PARTNERS Project Manager.

- b. Duties and Responsibilities:

Resident Project Representative shall:

1. **Schedules:** Review the progress schedule, schedule of shop drawing submissions, and schedule of values prepared by Contractor, and consult with the ENVIRONMENTAL PARTNERS Project Manager concerning their acceptability.
2. **Conferences:** Attend progress meetings and other job conferences, as required, in consultation with the ENVIRONMENTAL PARTNERS Project Manager.
3. **Liaison:**
  - i. Serve as ENVIRONMENTAL PARTNERS' liaison with the Contractor and the Client, working principally through Contractor's designated on-site representative, and assist them in understanding the intent of the Contract Documents. Assist the ENVIRONMENTAL PARTNERS Project Manager in serving as the Client's liaison with Contractor when the Contractor's operations affect Client's on-site operations.
  - ii. Assist in obtaining from the Client additional details of information required at the job site for proper execution of the work.

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4. **Shop Drawings and Samples:**

- i. Receive samples from the Contractor's on-site representative and notify the ENVIRONMENTAL PARTNERS Project Manager of their availability for examination.
- ii. Immediately advise the ENVIRONMENTAL PARTNERS Project Manager and the Contractor, or his on-site representative, of the commencement of any work requiring a shop drawing or sample submission, if the submission has not been reviewed by ENVIRONMENTAL PARTNERS.

5. **Review of Work, Rejection of Defective Work, Inspections and Tests:**

- i. Conduct periodic on-site reviews of construction in progress, or as otherwise necessary, to determine, to the best of his knowledge, (1) if work is proceeding in general accordance with the Contract Documents; and (2) that completed work is in substantial conformance with the Contract Documents. During such visits, and on the basis of on-site observations, ENVIRONMENTAL PARTNERS shall keep Client informed of the progress of the work, shall guard Client against defects and deficiencies in such work, and shall recommend the Client disapprove or reject work failing to conform to the Contract Documents.
- ii. Report to the ENVIRONMENTAL PARTNERS Project Manager, who, in turn, will notify the Client whenever any work is, to the best of his knowledge and belief, unsatisfactory, faulty or defective, or is not in substantial conformance with the Contract Documents, or has been damaged, or does not meet the requirements of any inspections, tests, or approvals required to be made; and advise the ENVIRONMENTAL PARTNERS Project Manager when he believes work should be corrected or rejected or should be uncovered for observation, or requires special testing or inspection or approval. Record and advise the Contractor of work failing to meet the Contract requirements.
- iii. Verify that tests, equipment, and systems start-up and operating and maintenance instructions are conducted, as required by the Contract Documents, and in the presence of the required personnel, and that the Contractor maintains adequate records thereof; observe, record, and report to the



### 3.E.

ENVIRONMENTAL PARTNERS Project Manager appropriate details relative to the test procedures and start-ups.

- iv. Obtain records of all on-site testing and site visits from the Contractor's on-site representative, and report these to the ENVIRONMENTAL PARTNERS Project Manager.
  - v. Performance of the services outlined in Section 5., parts (i.) through (iv.) is to protect Client against defects and deficiencies in the work, and to verify compliance with the Contract Documents. Nothing in Section 5 relieves the Contractor of their independent obligations under their contract with Client.
6. **Interpretation of Contract Documents:** Transmit to the Contractor clarification and interpretation of the Contract Documents, as issued by the ENVIRONMENTAL PARTNERS Project Manager.
7. **Modifications:** Consider and evaluate the Contractor's suggestions for modifications in Drawings and Specifications, and report them, with recommendations, to the ENVIRONMENTAL PARTNERS Project Manager.
8. **Records:**
- i. Maintain at the job site orderly files for correspondence; reports of job conferences and sample submissions; and reproductions of original Contract Documents, including all addenda, change orders, field orders, additional drawings issued subsequent to the execution of the Contract, ENVIRONMENTAL PARTNERS' clarifications and interpretations of the Contract, ENVIRONMENTAL PARTNERS' clarifications and interpretations of the Contract Documents, progress reports, and other project-related documents.
  - ii. Keep a diary or log book recording hours on the job site; weather conditions; data relative to questions of extras or deductions; list of principal visitors and representatives of fabricators, manufacturers, suppliers, and distributors; daily activities; decisions; and observations in general and specific observations in more detail, as in the case of observing test procedures. Send copies to the ENVIRONMENTAL PARTNERS Project Manager.
  - iii. Record names, addresses, and telephone numbers of all Contractors, subcontractors, and major suppliers of equipment and materials.

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9. **Reports:**

- i. Furnish periodic reports, as required, of progress of the work and of the Contractor's compliance with the progress schedule and schedule of shop drawing submissions.
- ii. Prepare field memorandum, preliminary change orders and extra work orders, obtaining all back-up material. Recommend to the ENVIRONMENTAL PARTNERS Project Manager Field Memorandum, Change Orders, Extra Work Orders, and Field Changes.

10. **Payment Requisitions:** Review applications for payment with the Contractor for compliance with the established procedure for their submission, and forward them, with recommendations, to the ENVIRONMENTAL PARTNERS Project Manager, noting particularly their relation to the schedule of values, work completed, and materials and equipment delivered at the site but not incorporated in the work.

11. **Certificates, Maintenance and Operations Manuals:** During the course of the work, verify that certificates, maintenance and operation manuals, as appropriate, and other data required to be assembled and furnished by Contract are applicable to the items actually installed, and deliver this material to the ENVIRONMENTAL PARTNERS Project Manager for his review and forwarding to Client prior to final acceptance of the work.

12. **Completion:** Conduct a review to determine if the Project is substantially complete, and to determine if, to the best of ENVIRONMENTAL PARTNERS' knowledge, the work has been completed in substantial conformance with the Contract Documents and the intent of the design, and if Contractor has fulfilled all of his obligations thereunder, so that ENVIRONMENTAL PARTNERS may recommend, in writing, final payment to Contractor(s), and may give written notice to Client and the Contractor(s) that the work is acceptable (subject to any conditions therein expressed), but any such recommendations and notice shall be subject to the limitations expressed herein.

- i. Before ENVIRONMENTAL PARTNERS issues a Certificate of Substantial Completion, assist the ENVIRONMENTAL PARTNERS Project Manager in developing a list of observed items requiring correction or completion.
- ii. Conduct final review in the company of the ENVIRONMENTAL PARTNERS Project Manager, Client and Contractor, and assist in preparation of a final list of items to be corrected.

### 3.E.

- iii. Verify, to the best of his knowledge, that all items on final list have been completed or corrected, and make recommendations to the ENVIRONMENTAL PARTNERS Project Manager concerning acceptance.

c. **Limitations of Authority - Resident Project Representative:**

1. Shall not authorize any deviation from the Contract Documents, or approve any substitute materials or equipment, unless authorized by the ENVIRONMENTAL PARTNERS Project Manager.
2. Shall not undertake any of the responsibilities of Contractor, subcontractors, or Contractor's superintendent.
3. Shall not expedite work for the Contractor.
4. Shall not advise on or issue directions relative to any aspect of the means, methods, techniques, sequences, or procedures of construction, unless such is specifically called for in the Contract Documents.
5. Shall not advise or issue directions as to safety precautions and programs in connection with the work.
6. Shall not authorize Client to occupy the project in whole or in part.
7. Shall not participate in specialized field or laboratory tests or inspections conducted by others, except as specifically authorized by ENVIRONMENTAL PARTNERS.
8. Shall not exceed limitations on ENVIRONMENTAL PARTNERS' authority as set forth in the Contract Documents.

**SECTION 4. COMPENSATION:**

The Client agrees to pay to ENVIRONMENTAL PARTNERS as compensation for professional services under this Agreement as follows:

- A. Compensation for services under **Phase I – Preliminary Design** shall be made on the Lump Sum basis for the fee of Seventy One Thousand Five Hundred Dollars (\$71,500).
- B. Compensation for services under **Phase II – Final Design and Bid Document Preparation** shall be made on the Lump Sum basis for the fee of Sixty Nine Thousand Four Hundred Dollars (\$69,400).
- C. Compensation for services under **Phase III – Bid & Construction Phase Services** shall be made on the Time & Expense basis using current ENVIRONMENTAL PARTNERS billing rates at the time services are performed for the not-to-exceed fee of One Hundred Forty Six Thousand Nine Hundred Dollars (\$146,900), the total of which includes Bid Phase and

### 3.E.

Construction Administration Services of Fifty Two Thousand Three Hundred Dollars (\$52,300) and Resident Project Representative Services of Ninety Four Thousand Six Hundred Dollars (\$94,600). **Phase III will be separately approved by the Client.**

- D. The compensation indicated above is based on an estimate of the character and extent of services involved. Unforeseen conditions, which become evident during the course of the services, may alter or increase the effort required. The not-to-exceed amounts indicated for any task will not be exceeded without formal written amendment to this Agreement between the Client and ENVIRONMENTAL PARTNERS.
- E. Payment for services shall be made by the Client to ENVIRONMENTAL PARTNERS on the basis of periodic invoices. Payment shall be made by the Client on or before thirty (30) calendar days after receipt of any invoice. If the Client objects to any invoice submitted by ENVIRONMENTAL PARTNERS, Client shall advise ENVIRONMENTAL PARTNERS of Client's objections, in writing, within fourteen (14) days of receipt of such invoice.

#### SECTION 5. REVISION OF SCOPE OF WORK:

If the Client requests changes in the character and extent of engineering and supplemental services consisting of additions, deletions, or modifications, either directly or as a result of requirements by governmental agencies, following completion of a portion of the services as shall necessitate setting aside a portion of the completed services, the compensation and time of completion shall be adjusted accordingly. All such changes shall be authorized in writing and signed by the Client and ENVIRONMENTAL PARTNERS. The cost to the Client shall be determined by mutual agreement provided that ENVIRONMENTAL PARTNERS shall be compensated for all services performed on any part of the services affected by the change order.

#### SECTION 6. TIME OF COMPLETION:

ENVIRONMENTAL PARTNERS agrees to commence work under this Agreement promptly upon receipt of an executed copy of the Agreement. ENVIRONMENTAL PARTNERS shall endeavor to perform its services under this Agreement as expeditiously as is consistent with professional skill and care and the orderly progress of the work.

#### SECTION 7. GENERAL CONDITIONS:

No services shall be performed under this Agreement for real estate surveying, for acquisition of easements, for land takings or for any other real estate conveyance purpose.

ENVIRONMENTAL PARTNERS is not obligated to prepare for or make an appearance in any litigation or in any arbitration proceeding on behalf of the Client, except in consideration of additional compensation to be mutually agreed upon.

ENVIRONMENTAL PARTNERS's liability resulting from any acts, errors or omissions in the performance of services under this Agreement, and any liability for any indemnity agreed to herein, shall not exceed the amount of compensation paid to ENVIRONMENTAL PARTNERS under this Agreement or the amount of available insurance coverage.



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If ENVIRONMENTAL PARTNERS, in the course of conducting its services, is requested to or deems it necessary to take any samples of potentially hazardous waste, then ENVIRONMENTAL PARTNERS shall, with the prior written approval of the Client, receive additional compensation plus expenses for its services and the appropriate laboratory tests and analysis.

ENVIRONMENTAL PARTNERS' services shall be performed in a manner consistent with the degree of skill and care exercised by competent members of the engineering profession performing similar services under similar circumstances in similar locations.

The Client acknowledges that ENVIRONMENTAL PARTNERS is a limited liability company and agrees that any claim made by the Client arising out of any alleged act or omission of any director, officer or employee of ENVIRONMENTAL PARTNERS in the execution or performance of this Agreement, shall be made against the limited liability company and not against such director, officer or employee or any other individual associated with ENVIRONMENTAL PARTNERS

It is understood and agreed that any use, reproduction, distribution or alteration of any drawings in digital format, including CAD drawings, is specifically prohibited unless authorized in writing by ENVIRONMENTAL PARTNERS. Any unauthorized use will be at the Client's risk and full legal responsibility, and the Client shall indemnify and hold harmless ENVIRONMENTAL PARTNERS from all claims, losses, and expenses arising therefrom.

The Client shall be permitted to retain copies, including reproducible copies of plans and specifications, for information and reference in connection with the Client's use and occupancy. The plans and specifications shall not be used by the Client on other projects, for additions to this project, or for completion of this project by others except by agreement in writing with ENVIRONMENTAL PARTNERS. Any reuse without specific written authorization by ENVIRONMENTAL PARTNERS, however, will be at the sole risk of the Client, and the Client shall indemnify and hold harmless ENVIRONMENTAL PARTNERS from all claims, losses, and expenses arising therefrom.

If ENVIRONMENTAL PARTNERS' services are delayed or suspended in whole or in part by the Client for more than six (6) months for reasons beyond ENVIRONMENTAL PARTNERS' control, the amount of compensation provided for elsewhere in the Agreement shall be subject to renegotiation.

Neither the Client nor ENVIRONMENTAL PARTNERS shall assign its interest in this Agreement without the written consent of the other.

ENVIRONMENTAL PARTNERS shall indemnify and hold harmless the Client from and against damages, losses, and expenses, to the extent caused by the negligent acts, negligent errors or omissions of ENVIRONMENTAL PARTNERS or their employees in the performance of this Agreement.

It is understood and agreed in connection with the performance of ENVIRONMENTAL PARTNERS services under this Agreement, that any persons or entities engaged by ENVIRONMENTAL PARTNERS to perform any portion of those services shall be independent contractors of ENVIRONMENTAL PARTNERS. Any such persons or entities shall be solely responsible for the methods and means used in performing their services, and they shall not be deemed an employee or agent of, nor a joint venture with ENVIRONMENTAL PARTNERS.

### 3.E.

Under no circumstances shall ENVIRONMENTAL PARTNERS be liable to the Client for indirect, special or consequential damages, including but not limited to loss of use, loss of profit, or claims for delay, impact or disruption damages made by Client, or any contractors or subcontractors.

ENVIRONMENTAL PARTNERS shall be liable only to the extent that its negligence has actually caused any injury or damage to the Client. In the event that ENVIRONMENTAL PARTNERS is adjudicated or otherwise found to be jointly negligent, the liability of ENVIRONMENTAL PARTNERS shall be limited to the proportion or degree of its actual negligence, and recovery against ENVIRONMENTAL PARTNERS shall be limited to ENVIRONMENTAL PARTNERS's percentage share of the joint negligence as applied against the total amount recoverable.

Since ENVIRONMENTAL PARTNERS has no control over the cost of labor, materials, equipment or services furnished by others, or over the Contractor's methods of determining prices, or over competitive bidding or market conditions, ENVIRONMENTAL PARTNERS' opinions of probable Project Cost and Construction Cost to the extent provided are made on the basis of ENVIRONMENTAL PARTNERS' experience and qualifications and represent its best judgment as experienced and qualified professional engineers, familiar with the construction industry; but ENVIRONMENTAL PARTNERS cannot and does not guarantee that proposals, bids or actual Project or Construction Cost will not vary from opinions of probable cost prepared by ENVIRONMENTAL PARTNERS.

This Agreement shall be governed by the laws of the Commonwealth of Massachusetts.

This Agreement may be terminated by either party on seven (7) days' written notice should the other party fail substantially to perform in accordance with its terms through no fault of the party initiating the termination, provided the defaulting party has not cured or in good faith diligently commenced to cure the breach during the 7-day notice period.

The Client's failure to make payments to the Engineer in accordance with the provisions of this Agreement shall be deemed a substantial failure to perform and a cause for termination; however, in this circumstance the Engineer, at its option, may elect to suspend its services on seven (7) days' written notice to the Client. The Engineer shall have no liability to the Client for any delays caused by a suspension under this provision.

If the Client suspends the Engineer's services for any reason, the Engineer shall be compensated for all Engineering Services performed to that date, and the Engineer shall have no liability to the Client for any delays caused by the Client's decision to suspend the Services.

The Client may terminate this Agreement for convenience and without cause with seven (7) days' written notice to the Engineer providing, in addition to the Compensation, Reimbursable Expenses, and compliance with the Ownership of Documents provisions indicated in the previous paragraph.

ENVIRONMENTAL PARTNERS shall, at its expense, obtain and maintain insurance which, includes Workers' Compensation Insurance and Professional Liability Insurance, and will furnish information and certifications upon request. Client shall be a named addition on the liability insurance policy.

Should any provision or part thereof of this Agreement be held illegal or unenforceable, then such provision or part shall be deemed stricken and the remaining provisions and parts thereof shall remain in full force and effect. Further, should this Agreement omit any statutory or regulatory requirements which would otherwise render this Agreement illegal, then this Agreement shall be deemed amended to the minimum extent necessary to comply with said statutes or regulations.

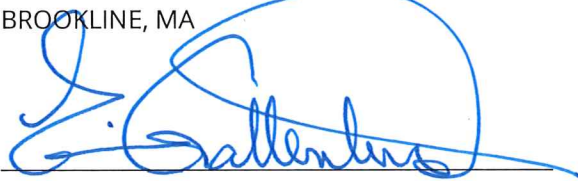
No oral warranties, representations or statements shall be considered a part of this Agreement or a basis upon which the Client relied in entering into this Agreement. No statements, representations, warranties or understandings, unless contained herein, exist between Client and ENVIRONMENTAL PARTNERS.

This Agreement (consisting of pages 1 to 19, inclusive) constitutes the entire Agreement between the Client and ENVIRONMENTAL PARTNERS and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the day and year herein below written.

**Phase I & Phase II Approval:**

DEPARTMENT OF PUBLIC WORKS, TOWN OF BROOKLINE  
BROOKLINE, MA



10/25/21

Date

ENVIRONMENTAL PARTNERS GROUP, LLC



Paul F. Gabriel, P.E., LSP, Chief Executive Officer

September 8, 2021

Date

**Phase III (Bid & Construction Phaser Services) Approval:**  
DEPARTMENT OF PUBLIC WORKS, TOWN OF BROOKLINE  
BROOKLINE, MA

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Date

ENVIRONMENTAL PARTNERS GROUP, LLC



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Paul F. Gabriel, P.E., LSP, Chief Executive Officer

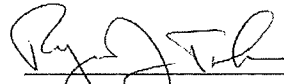
September 8, 2021

Date



CERTIFICATE OF NON-COLLUSION

The undersigned certifies under penalties of perjury that this bid is in all respects bona fide, fair and made without collusion or fraud with any other person. As used in this paragraph the word "person" shall mean any natural person, joint venture, partnership, corporation or other business or legal entity.

A handwritten signature in black ink, appearing to be "R. J. T. L.", written over a horizontal line.

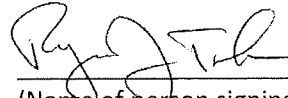
(Name of person signing bid)

Environmental Partners Group, LLC

(Company)

## CERTIFICATE OF NON-DISCRIMINATION

By this Certificate, the undersigned indicates it has reviewed the additional language attached to this Certificate regarding the required Fair Employment Practices of the Town of Brookline, understands it is necessary for the Brookline 3-Year Pavement Management Maintenance and Support Services Contract pursuant to Article 4.4 of the General By-Laws of the Town of Brookline, and acquiesces to amending this Contract to include it as of February 21, 2019.



(Name of person signing bid)

Environmental Partners' Group, LLC

(Company)

CONFIDENTIALITY AGREEMENT

THIS AGREEMENT BY AND BETWEEN **Environmental Partners Group, LLC.** (herein singularly and collectively referred to as "Environmental Partners"), and **Town of Brookline** hereinafter singularly and collectively referred to as "Brookline") is entered into this \_8<sup>th</sup> day of September, 2021.

WITNESSETH:

WHEREAS, Environmental Partners and Brookline mutually desire to discuss the possibility of certain business opportunities and cooperation in the course of which both parties may learn of or acquire confidential information, trade secrets, technical knowledge, or other proprietary material belonging to the other which the other desires to keep secret and confidential from all others; and

WHEREAS, in connection with such discussions, the parties shall from time to time agree to discuss certain specific business and technical subjects related to their businesses and both parties hereto recognize that for the purposes of this Agreement any and all information related to such subjects which the parties may agree to discuss (hereinafter referred to as "Information"), whether verbal or written, of any description whatsoever, which either of them acquires from or through the other, shall be deemed to be confidential and proprietary information, which the recipient agrees shall be secret and which the recipient further agrees shall not be disclosed to any non-parties to this Agreement, without the prior written consent of the disclosing party.

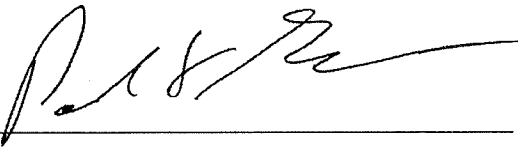
NOW, THEREFORE, Environmental Partners and Brookline agree that in consideration of the sharing of such information with each other and the opportunity to discuss cooperation with each other, the parties hereto agree to the following:

Confidentiality

Environmental Partners and Brookline hereby agree and represent that they shall deem as confidential and proprietary all Information received or acquired from the other party pursuant to or in connection with the Agreement. Information shall include any concepts, literature, engineering designs, technical information, business information, experience, analytical methodology or data referring or relating, in whole or in part, to either party's plans, financial data, processes, plants, programs, products, costs, charges, equipment, operations or customers, and shall include all information disclosed or acquired hereunder, whether oral or in writing, including, without limitation, any handwritten, typewritten, printed, recorded, or graphic matter, including computer-generated mediums, however produced or reproduced, and regardless of whether created by either party to this Agreement or some other entity, including, without limitation, by subsidiaries and affiliates of either party hereto. The recipient party hereunder agrees that information acquired from the other party hereto shall not be disclosed, disseminated and/or communicated to any third party without the prior written consent of the party whose information is sought to be disclosed. The parties further agree that all information (including designs, devices, improvements, techniques and the like developed pursuant to or in connection with this Agreement) shall be and remain the property of the party from whom it was acquired, and neither party shall make any use of the information of the other party, except for purposes of and in connection with the aforementioned discussions, without the prior written consent of the party whose information the recipient party desires to use. The above obligations of confidentiality shall not extend to:

- a) Information which, at the time of disclosure hereunder, was in the public domain as evidenced by printed publication or otherwise;
- b) Information in the public domain which becomes available to the public other than through a negligent act or omission or through willful misconduct of the receiving party or its employees;
- c) Information that Brookline is required to disclose pursuant to Massachusetts Public Records Law.

ENVIRONMENTAL PARTNERS

By: \_\_\_\_\_

Paul F. Gabriel, P.E., LSP, Chief Executive Officer

Date: \_\_\_\_\_

TOWN OF BROOKLINE

By: \_\_\_\_\_  
\_\_\_\_\_  
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\_\_\_\_\_  
\_\_\_\_\_

Brookline Select Board



TAX COMPLIANCE CERTIFICATION

Pursuant to M.G.L. c. 62C, §49A, I certify under the penalties of perjury that, to the best of my knowledge and belief, I am in compliance with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

A handwritten signature in black ink, appearing to be "Ryan J. T. L.", written over a horizontal line.

Signature of person submitting bid or proposal

Environmental Partners Group, LLC

Name of Business



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

08/17/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Poole Professional B&B of MA 107 Audubon Rd, #2, Ste 305 Wakefield, MA 01880 Christopher A. Poole		781-245-5400 <b>CONTACT NAME:</b> Christopher A. Poole <b>PHONE (A/C, No, Ext):</b> 781-245-5400 <b>FAX (A/C, No):</b> 781-245-5463 <b>E-MAIL ADDRESS:</b>	
<b>INSURED</b> Environmental Partners Group, LLC 1900 Crown Colony Dr Suite 402 Quincy, MA 02169		<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> Travelers Indemnity Co of CT <b>INSURER B:</b> Phoenix Insurance Company <b>INSURER C:</b> Travelers Indemnity Co. <b>INSURER D:</b> XL Specialty Insurance Company <b>INSURER E:</b> <b>INSURER F:</b>	
		<b>NAIC #</b> 25682 25623 25658 37885	

## COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	X		6802J049788	06/13/2021	06/13/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			BA8R479815	06/13/2021	06/13/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			CUP6572Y321	06/13/2021	06/13/2022	EACH OCCURRENCE \$ 6,000,000 AGGREGATE \$ 6,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	UB6K138549	06/13/2021	06/13/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Arch/Eng Prof Liab incl PollutionLiab			DPR9979306	06/18/2021	06/18/2022	Per Claim \$ 5,000,000 Aggregate \$ 5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Project Name: Brookline Village Signal Improvements  
 See attachment

## CERTIFICATE HOLDER

## CANCELLATION

BROOKL8

Town of Brookline  
 Department of Public Works  
 333 Washington Street  
 Brookline, MA 02445

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

**NOTEPAD:**

HOLDER CODE BROOKL8

INSURED'S NAME Environmental Partners Group, LLC

ENVI-15

OP ID: JP

PAGE 2

Date 08/17/2021

Town of Brookline is included as additional insured per written contract under the general liability policy subject to same terms and conditions. 30 day notice of cancellation except 10 day notice for non-payment of premium.

# Memorandum



**To:** Chief Mark P. Morgan  
**CC:**  
**From:** Lt Paul J. Cullinane  
**Date:** 10/24/2021  
**Re:** Joseph Chapel/Alternate Manager NETA

---

Sir,

Mr. Joseph Chapel, [REDACTED] has submitted an application to be approved as an Alternate Manager/Marijuana Dispensary. Mr. Chapel has been employed by New England Treatment Access (NETA) since August 17, 2021. Prior to working in the marijuana industry, Mr. Chapel was employed in the banking industry since 2010.

A check of his Criminal History Record reveals no disqualifying information, and an in-house check of his name reveals no significant occurrences. He has also submitted several letters of recommendation from a personal friend and a past employment colleague.

Mr. Chapel appears to be a suitable applicant for employment as an Alternate Manager at New England Treatment Access (NETA).

## 3.F.

## TOWN OF BROOKLINE

ALTERNATE MANAGER'S APPLICATION

ALL PROPOSED MANAGERS ARE REQUIRED TO COMPLETE A PERSONAL INFORMATION FORM (ATTACHED) AND SUBMIT A COPY OF THE CORPORATION VOTE AUTHORIZING THIS ACTION AND ALTERNATE MANAGER.

**1. LICENSEE INFORMATION:**

Legal Name of Licensee:  Business Name (dba):   
 Address:   
 City/Town:  State:  Zip:   
 ABCC License Number:  Phone Number of Premises:   
 (if existing licensee)

**2. MANAGER INFORMATION:**

A. Name:  B. Cell Phone:   
 C. List the number of hours per week you will spend on the licensed premises:

**3. CITIZENSHIP INFORMATION:**

A. Are you a U.S. Citizen: Yes ☒ No ☐ B. Date of Naturalization:   
 C. Court of Naturalization:

(Submit proof of citizenship and/or Naturalization such as Voter's Certificate, Birth Certificate or Naturalization Papers)

**4. BACKGROUND INFORMATION:**

A. Do you now, or have you ever, held any direct or indirect, beneficial or financial interest in a license to sell alcoholic beverages? Yes ☐ No ☒

If yes, please describe:

B. Have you ever been the Manager of Record of a license to sell alcoholic beverages that have been suspended, revoked or cancelled? Yes ☐ No ☒

If yes, please describe:

C. Have you ever been the Manager of record of a license that was issued by this Commission? Yes ☐ No ☒

If yes, please describe:

D. Please list your employment for the past ten years (Date, Position, Employer, Address, and Telephone):

AUG 17, 2021 - PRESENT: ASSISTANT OPERATIONS MANAGER, NETA - 617. 377. 7408  
 160 WASHINGTON ST. BROOKLINE, MA 02445  
 NOV 10, 2020 - JULY 31, 2021: STORE MANAGER, TD BANK, 476 SOUTHERN ARCADE - 617-  
 QUINCY, MA 02169 249-2220  
 MARCH 2007 - SEPT 30, 2020: BRANCH MANAGER, SPANGLER & SONS, 869 PROVIDENCE HWY  
 DEDHAM, MA 02026 - 781-471-2062

I hereby swear under the pains and penalties of perjury that the information I have provided in this application is true and accurate:

Signature

Date



LICENSE INTERVIEW FORMTYPE OF LICENSE APPLYING FOR: Alternate Manager's LicenseNAME: JOSEPH CHAPELADDRESS: 31 [REDACTED]EMAIL ADDRESS: [REDACTED]PHONE #: [REDACTED][REDACTED]FATHER'S [REDACTED] MOTHER'S MAIDEN NAME: [REDACTED]ARE YOU A CITIZEN? YES ☒ NO ☐ ALIEN CARD # \_\_\_\_\_ARE YOU A VETERAN: YES ☐ NO ☒

## RESIDENCES FOR LAST FIVE YEARS

DATE: DEC 2018 - PRESENT LOCATION: [REDACTED]DATE: oct 2018 - DEC 2018 LOCATION: [REDACTED]DATE: 2011 - oct 2018 LOCATION: [REDACTED]

DATE: \_\_\_\_\_ LOCATION: \_\_\_\_\_

DATE: \_\_\_\_\_ LOCATION: \_\_\_\_\_

EDUCATION

DATE: 2002-2006 LOCATION: UNIVERSITY OF CALIFORNIA, SANTA BARBARA  
SANTA BARBARA/GOLETA, CA

DATE: \_\_\_\_\_ LOCATION: \_\_\_\_\_

DATE: \_\_\_\_\_ LOCATION: \_\_\_\_\_

DATE: \_\_\_\_\_ LOCATION: \_\_\_\_\_

EMPLOYMENT HISTORY


DATE: 8/17/21 - PRESENT LOCATION: NBTA - BROOKLINE, MA POSITION: ASSISTANT OPERATIONS MANAGER

DATE: 11/10/20 - 7/30/21 LOCATION: TD BANK QUINCY, MA POSITION: STORE MANAGER  
CHASE BANK

DATE: 10/18/18 - 9/30/20 LOCATION: DEDHAM, MA POSITION: BRANCH MANAGER  
CHASE BANK

DATE: MAY 2007 - 6/18/18 LOCATION: GOLETA, CA POSITION: BRANCH MANAGER

DATE: \_\_\_\_\_ LOCATION: \_\_\_\_\_ POSITION: \_\_\_\_\_

SIGNATURE:  DATE: 10/3/2021

(PLEASE SUBMIT THREE CHARACTER REFERENCES WITH APPLICATION)



**VOTE OF CORPORATION**

DATE: \_\_\_\_\_

AT A MEETING OF THE BOARD OF DIRECTORS OF \_\_\_\_\_

HELD AT: \_\_\_\_\_ ON: \_\_\_\_\_

IT WAS DULY VOTED THAT THE CORPORATION APPLY TO THE LICENSING BOARD FOR THE TOWN OF BROOKLINE FOR A

\_\_\_\_\_  
(TYPE OF LICENSE)

FOR THE YEAR \_\_\_\_\_ TO BE EXERCISED ON THE PREMISES LOCATED AT

VOTED: TO AUTHORIZE \_\_\_\_\_ TO  
SIGN

THE APPLICATION FOR THE LICENSES IN THE NAME OF \_\_\_\_\_

\_\_\_\_\_ AND TO EXECUTE ON ITS  
BEHALF ANY NECESSARY PAPERS, AND TO DO ALL THINGS REQUIRED RELATIVE TO THE  
GRANTING OF THE LICENSE.

THIS CORPORATION HAS \_\_\_\_\_ BEEN RESOLVED.

A TRUE COPY

ATTEST: \_\_\_\_\_  
CLERK



# TOWN of BROOKLINE Massachusetts

## CORI ACKNOWLEDGMENT FORM

I am an: (please check one)

- ☒ **Applicant** - Position: Alternate Manager Department/License: NETA RMD
- ☐ **Volunteer** - Position: \_\_\_\_\_ Department: \_\_\_\_\_
- ☐ **Employee** - Position: \_\_\_\_\_ Department: \_\_\_\_\_
- ☐ **Contractor** - Company Name: \_\_\_\_\_

The Town of Brookline is registered under the provisions of M.G.L. c. 6, §172 to receive CORI for the purpose of screening current and otherwise qualified prospective employees, subcontractors, volunteers, license applicants, current licenses, and applicants for the rental or lease of housing. As the prospective or current employee, subcontractor, volunteer, license applicant, current licensee, or applicant for the rental or lease of housing, I understand that a CORI check will be submitted for my personal information to the DCJIS (and in the case of certain license applicants subject to fingerprint-based background checks, to the FBI). I hereby acknowledge and provide permission to The Town of Brookline to submit a CORI check for my information. This authorization is valid for one year from the date of my signature. I may withdraw this authorization at any time by providing The Town of Brookline with written notice of my intent to withdraw consent to a CORI check. For employment, volunteer, and licensing purposes only: The Town of Brookline may conduct subsequent CORI checks within one year of the date this Form was signed by me provided, however, that The Town of Brookline must first provide me with written notice of this check 72 hours in advance. By signing below, I provide my consent to a CORI check and acknowledge that the information provided on this Acknowledgment Form is true and accurate.

Applicant/Employee/Volunteer/Contractor Signature

Today's Date

### Applicant/Volunteer/Employee/Contractor Information (Please Print)

Last Name: CHAPEL First Name: JOSEPH MI: L

Current Address: \_\_\_\_\_

Former Address(es): \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

MO Height: 5 ft. 8 in. Race: WHITE Eye Color: GREEN

State Driver's License Number (Include State) \_\_\_\_\_ Theft Index PIN\*: \_\_\_\_\_

List any other name(s) or dates of birth that appear in DCJIS's database: \_\_\_\_\_

Mother's Full Maiden Name: \_\_\_\_\_ Father's Name: \_\_\_\_\_

\*The Identify Theft Index PIN Number is not required and only for those applicants who have been issued an Identify Theft Index PIN Number by the DCJIS. Certified agencies are required to provide all applicants the opportunity to include this information to ensure the Accuracy of the CORI request process.

\*\*\*For Official Use Only\*\*\*

I certify that the foregoing person was identified in conformity with Town Policy using the following form of acceptable government-issued identification: (List ID Type) ☐ State Drivers License ☐ State Issued ID w/Photo ☐ Passport ☐ U.S. Military I.D. ☐ High School ID Card ☐ Other (obtain HR approval): \_\_\_\_\_

Signature of CORI-Authorized Employee: \_\_\_\_\_ Date: \_\_\_\_\_

Name and Position of CORI-Authorized Employee: \_\_\_\_\_



**APPENDIX A - CORI Acknowledgment Form**

I am an: (please check one)

Applicant - Position: Alternate Manager Department/License: NETA ME and MTC

Volunteer - Position: \_\_\_\_\_ Department: \_\_\_\_\_



Employee - Position: \_\_\_\_\_ Department: \_\_\_\_\_



Contractor - Company Name \_\_\_\_\_

The Town of Brookline is registered under the provisions of M.G.L. c. 6, §172 to receive CORI for the purpose of screening current and otherwise qualified prospective employees, subcontractors, volunteers, license applicants, current licenses, and applicants for the rental or lease of housing. As the prospective or current employee, subcontractor, volunteer, license applicant, current licensee, or applicant for the rental or lease of housing, I understand that a CORI check will be submitted for my personal information to the DCJIS (and in the case of certain license applicants subject to fingerprint-based background checks, to the FBI). I hereby acknowledge and provide permission to The Town of Brookline to submit a CORI check for my information. This authorization is valid for one year from the date of my signature. I may withdraw this authorization at any time by providing The Town of Brookline with written notice of my intent to withdraw consent to a CORI check. For employment, volunteer, and licensing purposes only: The Town of Brookline may conduct subsequent CORI checks within one year of the date this Form was signed by me provided, however, that The Town of Brookline must first provide me with written notice of this check 72 hours in advance. By signing below, I provide my consent to a CORI check and acknowledge that the information provided on this Acknowledgment Form is true and accurate.

Applicant/Employee/Volunteer/Contractor Signature

Today's Date

10/3/2021**Applicant/Volunteer/Employee/Contractor Information (Please Print)**Last Name: CHAPEL First Name: JOSEPH MI: LCurrent Address: [REDACTED] M. 26Former Address(es): [REDACTED]Maiden Name or Alias (If [REDACTED] Place of Birth: [REDACTED]Date of Birth: [REDACTED] Last 6 digits of Social Security Number: [REDACTED]Sex: M Height: 5 ft. 8 in. Race: WHITE Eye Color: [REDACTED]State Driver's License Number (Include State) [REDACTED] ID Theft Index PIN\*: \_\_\_\_\_

List any other name(s) or dates of birth that appear in DCJIS's database: \_\_\_\_\_

Mother's Full Maiden Name [REDACTED] Father's Name: [REDACTED]

\*The Identify Theft Index PIN Number is not required and only for those applicants who have been issued an Identify Theft Index PIN Number by the DCJIS. Certified agencies are required to provide all applicants the opportunity to include this information to ensure the Accuracy of the CORI request process.

**\*\*\*For Official Use Only\*\*\***

I certify that the foregoing person was identified in conformity with Town Policy using the following form of acceptable government-issued identification: (List ID Type)

Signature of CORI-Authorized Employee: \_\_\_\_\_ Date: \_\_\_\_\_

Name and Position of CORI-Authorized Employee: \_\_\_\_\_



### 3.F.

Joshua Dimaano



To whom it may concern:

I am writing to warmly state the honor and privilege I have had to know Joseph for the last 10 years. First professionally our paths crossed at work and I got to see the great leader and manager Joseph is first hand. Seeing his leadership skills grow over time led me to trust his judgement and take to heart his great feedback. He looks for the best strengths in his employees and works to help them grow in their careers and in life. He became a great mentor of mine helping me grow in my career as well and I attribute a lot of my management style as modeled by him.

As Joseph moved on from my company we became friends. Seeing how he is personally now as well is an even greater honor, his care for his friends and family is amazing to witness and be apart of.

In summary Joseph is a great leader professionally, personally, and cares for and works hard for his community.

Should you have any other questions please don't hesitate to reach out to me.

Kind Regards,

Joshua Dimaano  
Vice President  
Branch Manager  
JPMorgan Chase Bank, N.A.



---

# Joseph Chapel

## Branch Manager



## SKILLS

Branch Manager with experience in sales, operations, controls and bank compliance through ten plus years of experience at several and various positions within the branch bank network. Strong problem solving skills with attention to detail and accuracy. Able and willing to travel, willing to relocate.

## EXPERIENCE

### **Parellel (NETA), Brookline, Ma — Assistant Operations Manager**

November 2020 - Present

### **TD Bank, Quincy, Ma — Store Manager III**

November 2020 - July 30, 2021

- As a Branch Manager I motivate and lead a team to create a great customer experience and cultivate long lasting relationships.
- Actively coach, develop, motivate and support employees.
- Set clear objectives for the branch and each employee, and monitor progress and track results.
- Ensure the branch team complies with policies, procedures and regulatory requirements.

### **JPMorgan Chase, Dedham, Ma — Branch Manager (Market Expansion)**

October 2018 - October 2020

### 3.F.

- Hired, trained, developed over a hundred new hires during the initial months of working in Market Expansion.
  - Opened first branch in New England (Dedham).
  - Ended Q4 with an Customer Service score of 92% QTD and 84% YTD.
  - Ended 2019 in PL1 and top 10 new builds in the company.
  - Volunteered at community events a minimum of once per month.
- 

#### **JPMorgan Chase, Goleta, Ca — Branch Manager**

May 2013 - October 2018

- As a Branch Manager I motivate and lead a team to create a great customer experience and cultivate long lasting relationships.
- Actively coach, develop, motivate and support employees.
- Set clear objectives for the branch and each employee, and monitor progress and track results.
- Improve revenue / expenses and grow the business while exceeding customers' expectations.
- Ensure the branch team complies with policies, procedures and regulatory requirements.
- Establish and maintain effective relationships with customers, business partners, staff and members of the community.

#### **JPMorgan Chase, Ojai, Ca — Assistant Branch Manager**

December 2010 - May 2013

### **EDUCATION**

#### **University of California Santa Barbara, Goleta, Ca - History**

September 2002 - June 2006

### **AWARDS**

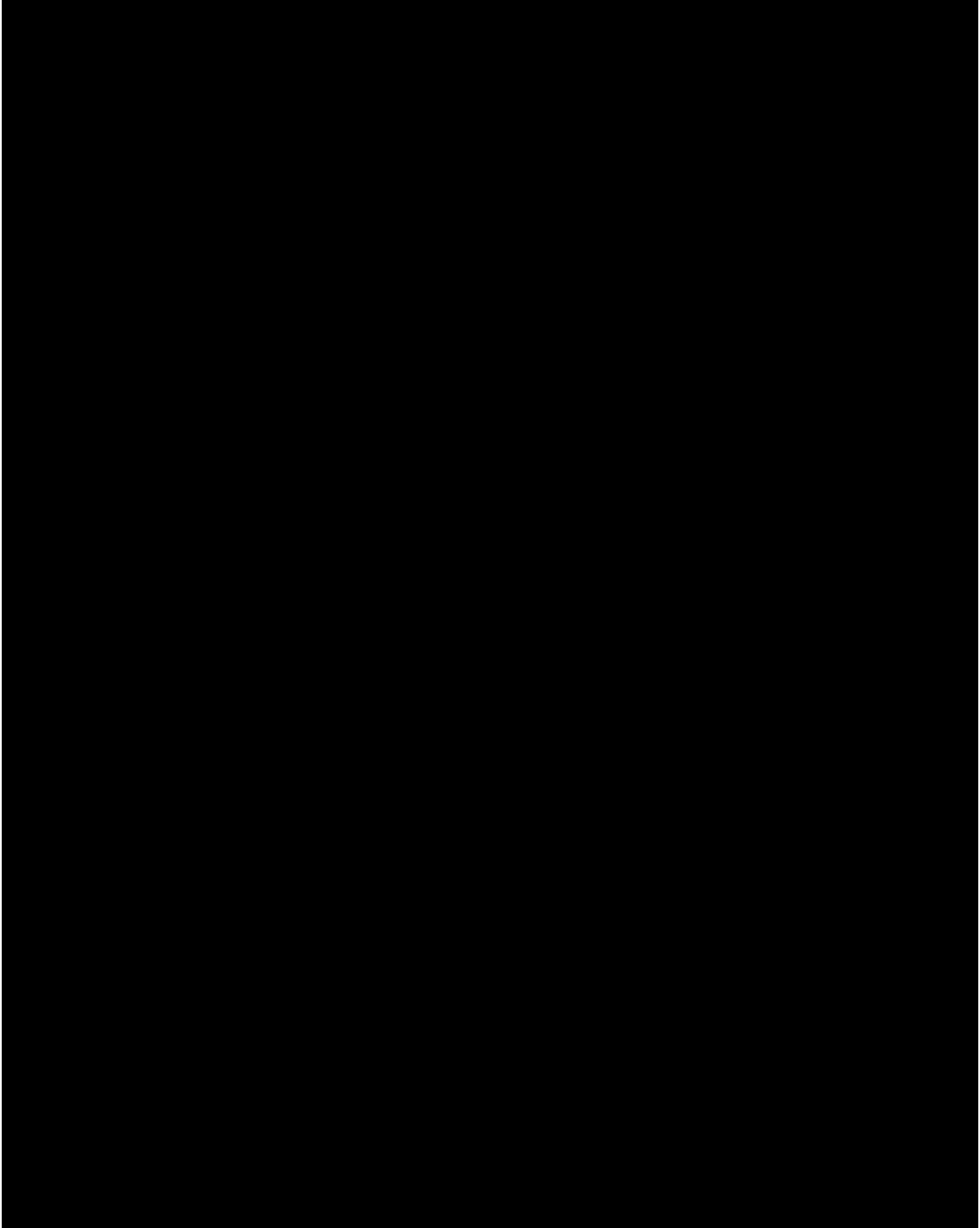
**Top Branch Recognition Award (2019)**

**Outstanding Performer Branch Manager Recognition Award (2019)**

### 3.F.

**Top Branch Recognition Award (2016)** Awarded for finishing in Performance Level 1 (top 10%) for revenue growth, maintaining a customer experience score above that of the national average and having no adverse branch review.

**Top Consumer Branch Manager Recognition Award (2014)** Awarded for finishing in Performance Level 1 (top 10%) for revenue growth, maintaining a customer experience score above that of the national average and having no adverse branch review.





### 3.F.

October 1, 2021

To Whom it May Concern:

I give strong recommendation in support of Joseph Chapel. I have known Joseph for 20 years, as a work colleague, a roommate, and a friend.

Throughout the years Joseph has shown himself to be a loyal and dependent friend. I have witnessed Joseph's professional growth from our time together in college into his current career. He has shown dedication to employers particularly through his relocation to the East Coast.

Joseph has remained committed to his family and friends and continues to deepen those relationships as his own personal life thrives. Joseph is a person who you can trust to take care of his own responsibilities and at the same time lend a hand to those that may be in need.

Joseph would be a valuable member of the Brookline community.

[REDACTED]

Sincerely,

Brandi Rivera, PHR, MBA

Publisher, *The Santa Barbara Independent, Inc.*

### 3.F.

Joshua Dimaano

[REDACTED]  
[REDACTED]

To whom it may concern:

I am writing to warmly state the honor and privilege I have had to know Joseph for the last 10 years. First professionally our paths crossed at work and I got to see the great leader and manager Joseph is first hand. Seeing his leadership skills grow over time led me to trust his judgement and take to heart his great feedback. He looks for the best strengths in his employees and works to help them grow in their careers and in life. He became a great mentor of mine helping me grow in my career as well and I attribute a lot of my management style as modeled by him.

As Joseph moved on from my company we became friends. Seeing how he is personally now as well is an even greater honor, his care for his friends and family is amazing to witness and be apart of.

In summary Joseph is a great leader professionally, personally, and cares for and works hard for his community.

Should you have any other questions please don't hesitate to reach out to me.

Kind Regards,

Joshua Dimaano

[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]



# Northeastern University

## Khoury College of Computer Sciences

Board of Directors  
Brookline Town Hall  
333 Washington Street  
Brookline, MA 02445

September 29, 2021

To whom it may concern,

My name is Christo Wilson, and I am pleased to be writing this letter of support for Joseph Chapel. I have known Joseph for 19 years, he is one of my closest friends, and I have observed his professional growth from college student, to bank manager, and now to dispensary manager. As I will discuss, he has always exhibited and executed the highest-levels of professional commitment, responsibility, and ethics.

While Joseph and I were in college together, he worked at a local big-box electronics store. Despite juggling school and work, he quickly ascended the ranks at the store, in large part because his managers recognized his reliability, fastidious attention to detail, and the kindness he exhibited towards (often confused) customers. After college, Joseph transitioned into a career in banking and the pattern repeated: he was quickly elevated from a front-line position to a managerial one, ultimately serving as manager for several branches in Southern California.

In 2018, Joseph moved from California to Massachusetts in order to help his employer at the time, Chase bank, open their very first branch in New England, in Dedham. Joseph was one of a handful of branch managers that Chase selected for this task (from a nationwide pool of applicants). Joseph was so successful that Chase quickly expanded his new role, tasking him with helping to open new Chase branches all over the East Coast.

In my opinion, Joseph's historical employment trajectory speaks volumes about his personal and professional qualities. Banking is one of the most heavily regulated businesses in the world, and Joseph was able to excel in this environment. He deeply understands what it means to work directly with customers in a safety-critical setting, while also fulfilling community and state-level obligations.

In summary, I highly support Joseph's application, and I am sure he will be an exemplary member of the Brookline business community. Thank you for your time, and please feel free to contact me for any additional information by email or telephone.

Sincerely,

Christo Wilson  
Associate Professor  
Khoury College of Computer Sciences  
Northeastern University

# Memorandum



**To:** Chief Mark P. Morgan  
**CC:**  
**From:** Lt Paul J. Cullinane  
**Date:** 10/24/2021  
**Re:** Javier Lira/Alternate Manager NETA

Sir,

Mr. Javier Lira, [REDACTED], has submitted an application to be approved as an Alternate Manager/Marijuana Dispensary. Mr. Lira has been employed by New England Treatment Access (NETA) since August, 2021. Prior to working in the marijuana industry, Mr. Chapel was employed in the Salem State University Police Officer (2018-2021) and is a veteran of the United States Navy.

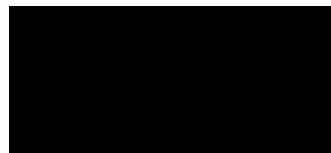
A check of his Criminal History Record reveals no disqualifying information, and an in-house check of his name reveals no significant occurrences. He has also submitted several letters of recommendation from personal friends.

Mr. Chapel appears to be a suitable applicant for employment as an Alternate Manager at New England Treatment Access (NETA).





# JAVIER LIRA



## EXECUTIVE SUMMARY

Self-motivated professional with over 15 years of experience working with diverse communities. I am passionate advocate for the use of cannabis for recreational and medicinal purposes.

## SPECIALIZATIONS

- Mathematica
- Latex
- International Relations
- Political Science
- Street canvassing
- Law Enforcement

## LANGUAGES SPOKEN

English and Spanish

## WORK EXPERIENCE

### Assistant Operations Manager

NETA Brookline | 2021 - Present

- Responsible for the store's daily presentation including visual direction.
- Responsible for reading, interpreting, and communicating messages from Corporate Store Operations and takes proper action including updates bulletin boards and other communication avenues in store.
- Responsible for staff time management including timekeeping, scheduling and creating store schedules. Partner with the Store Manager to ensure staffing is prioritized to provide optimal schedules and ensure the best customer service is provided.

### Campus Police Officer

Salem State University | 2018 - 2021

- Enforcement of municipal, state and federal laws.
- Established and maintained a working relationship with the campus community, including students, staff and faculty.
- Conducted daily meetings in order to relay pertinent information to my team regarding new policies and ongoing criminal investigations.
- Conducted criminal investigations which included interviewing and interrogation, collection and cataloguing of physical evidence.

## EDUCATION HIGHLIGHTS

### Salem State University

BS Mathematics GPA 4.0 | 2019 - Present

### Florida International University

BA International Relations Cum Laude | 2011 - 2015



# TOWN of BROOKLINE Massachusetts

## CORI ACKNOWLEDGMENT FORM

I am an: (please check one)

- ☒ **Applicant** - Position: Alternate Manager Department/License: NETA RMD
- ☐ **Volunteer** - Position: \_\_\_\_\_ Department: \_\_\_\_\_
- ☐ **Employee** - Position: \_\_\_\_\_ Department: \_\_\_\_\_
- ☐ **Contractor** - Company Name: \_\_\_\_\_

The Town of Brookline is registered under the provisions of M.G.L. c. 6, §172 to receive CORI for the purpose of screening current and otherwise qualified prospective employees, subcontractors, volunteers, license applicants, current licenses, and applicants for the rental or lease of housing. As the prospective or current employee, subcontractor, volunteer, license applicant, current licensee, or applicant for the rental or lease of housing, I understand that a CORI check will be submitted for my personal information to the DCJIS (and in the case of certain license applicants subject to fingerprint-based background checks, to the FBI). I hereby acknowledge and provide permission to The Town of Brookline to submit a CORI check for my information. This authorization is valid for one year from the date of my signature. I may withdraw this authorization at any time by providing The Town of Brookline with written notice of my intent to withdraw consent to a CORI check. For employment, volunteer, and licensing purposes only: The Town of Brookline may conduct subsequent CORI checks within one year of the date this Form was signed by me provided, however, that The Town of Brookline must first provide me with written notice of this check 72 hours in advance. By signing below, I provide my consent to a CORI check and acknowledge that the information provided on this Acknowledgment Form is true and accurate.

Applicant/Employee/Volunteer/Contractor Signature

Today's Date

10/5/2021

### Applicant/Volunteer/Employee/Contractor Information (Please Print)

Last Name: Lira First Name: Javier MI: \_\_\_\_\_

Current Address: \_\_\_\_\_

Former Address(es): \_\_\_\_\_

Maiden Name or Alias (If Applicable): \_\_\_\_\_ Place of Birth: \_\_\_\_\_

Date of Birth: \_\_\_\_\_ Last 6 digits of Social Security Number: \_\_\_\_\_

Sex: M Height: 5 ft. 11 in. Race: WHT Eye Color: Hazel

State Driver's License Number (Include S): \_\_\_\_\_ ID Theft Index PIN\*: \_\_\_\_\_

List any other name(s) or dates of birth that appear in DCJIS's database: \_\_\_\_\_

Mother's Full Maiden Name: \_\_\_\_\_ Father's Name: \_\_\_\_\_

\*The Identify Theft Index PIN Number is not required and only for those applicants who have been issued an Identify Theft Index PIN Number by the DCJIS. Certified agencies are required to provide all applicants the opportunity to include this information to ensure the Accuracy of the CORI request process.

### \*\*\*For Official Use Only\*\*\*

I certify that the foregoing person was identified in conformity with Town Policy using the following form of acceptable government-issued identification: (List ID Type) ☐ State Drivers License ☐ State issued ID w/Photo ☐ Passport ☐ U.S. Military I.D. ☐ High School ID Card ☐ Other (obtain HR approval): \_\_\_\_\_

Signature of CORI-Authorized Employee: \_\_\_\_\_ Date: \_\_\_\_\_

Name and Position of CORI-Authorized Employee: \_\_\_\_\_

### 3.F.

**ALTERNATE MANAGER  
RECOMMENDED IN  
TOWN LIQUOR LICENSE POLICIES**

(1) APPLICATION DOES NOT NEED TO BE FILLED OUT ON LINE WITH ABCC

(2) APPLICATIONS AVAILABLE IN THIS OFFICE (SEE ATTACHED)

a. Alternate Manager's Form with attachments

- i. Cori Release Form (see attached policies)
- ii. Fingerprinting (see attached information)
- iii. Three (3) signed letters of reference (Board of Directors)
- iv. Vote of Corporation
- v. Valid Identification (State driver's license, passport, etc)
- vi. IN-PERSON class for the safe service of alcohol certification
- vii. Proof of Citizenship (birth certificate/passport/naturalization papers/  
voter registration).
- viii. Crowd Manager Certification from the Massachusetts Department of  
Fire Services (Manager of Record – If there is a bar regardless of  
number)

### ALTERNATE MANAGER'S APPLICATION

**1. LICENSEE INFORMATION:**

ABCC License Number:  Phone Number of Premise XXXXXXXXXX  
(if existing licensee)

C. List the number of hours per week you will spend on the licensed premises: 40

(Submit proof of citizenship and/or Naturalization such as Voter's Certificate, Birth Certificate or Naturalization Papers)

See attached resume.

Date 10/12/2021

**APPENDIX A - CORI Acknowledgment Form**

I am an: (please check one)

Applicant - Position: Alternate Manager Department/License: NETA ME and MTC

Volunteer - Position: \_\_\_\_\_ Department: \_\_\_\_\_



Employee - Position: \_\_\_\_\_ Department: \_\_\_\_\_



Contractor - Company Name \_\_\_\_\_

The Town of Brookline is registered under the provisions of M.G.L. c. 6, §172 to receive CORI for the purpose of screening current and otherwise qualified prospective employees, subcontractors, volunteers, license applicants, current licenses, and applicants for the rental or lease of housing. As the prospective or current employee, subcontractor, volunteer, license applicant, current licensee, or applicant for the rental or lease of housing, I understand that a CORI check will be submitted for my personal information to the DCJIS (and in the case of certain license applicants subject to fingerprint-based background checks, to the FBI). I hereby acknowledge and provide permission to The Town of Brookline to submit a CORI check for my information. This authorization is valid for one year from the date of my signature. I may withdraw this authorization at any time by providing The Town of Brookline with written notice of my intent to withdraw consent to a CORI check. For employment, volunteer, and licensing purposes only: The Town of Brookline may conduct subsequent CORI checks within one year of the date this Form was signed by me provided, however, that The Town of Brookline must first provide me with written notice of this check 72 hours in advance. By signing below, I provide my consent to a CORI check and acknowledge that the information provided on this Acknowledgment Form is true and accurate.

Applicant/Employee/Volunteer/Contractor Signature

Today's Date

10/12/21**Applicant/Volunteer/Employee/Contractor Information (Please Print)**Last Name: Lira First Name: Junior MI: \_\_\_\_\_

Current Address: \_\_\_\_\_

Former Address: \_\_\_\_\_

Maiden Name or Alias (If Applicable): \_\_\_\_\_ Place of Birth: \_\_\_\_\_

Date of Birth: \_\_\_\_\_ Last 6 digits of Social Security Number: \_\_\_\_\_

Sex: M Height: 5 ft. 11 in. Race: WHT Eye Color: \_\_\_\_\_

State Driver's License Number (Include State): \_\_\_\_\_ ID Theft Index PIN\*: \_\_\_\_\_

List any other name(s) or dates of birth that appear in DCJIS's database: \_\_\_\_\_

Mother's Full Maiden Name: \_\_\_\_\_ Father's Name: \_\_\_\_\_

\*The Identify Theft Index PIN Number is not required and only for those applicants who have been issued an Identity Theft Index PIN Number by the DCJIS. Certified agencies are required to provide all applicants the opportunity to include this information to ensure the Accuracy of the CORI request process.

**\*\*\*For Official Use Only\*\*\***

I certify that the foregoing person was identified in conformity with Town Policy using the following form of acceptable \_\_\_\_\_ government-issued identification: \_\_\_\_\_ (List ID Type)

Signature of CORI-Authorized Employee: \_\_\_\_\_ Date: \_\_\_\_\_

Name and Position of CORI-Authorized Employee: \_\_\_\_\_



LICENSE INTERVIEW FORM

TYPE OF LICENSE APPLYING FOR: Alternate Manager's License

NAME: Javier Lira

ADDRESS: [REDACTED]

EMAIL ADDRESS: jlira@netacare.org

PHONE #: [REDACTED]

PLACE OF BIRTH: [REDACTED]

FATHER'S NAME: [REDACTED]

MOTHER'S MAIDEN NAME: [REDACTED]

ARE YOU A CITIZEN?

YES



NO



ALIEN CARD #

ARE YOU A VETERAN:

YES



NO



RESIDENCES FOR LAST FIVE YEARS

DATE: 2018 - Now LOCATION: [REDACTED]

DATE: 2017 - 2018 LOCATION: [REDACTED]

DATE: 2016 - 2017 LOCATION: [REDACTED]

DATE: 2015 - 2016 LOCATION: [REDACTED]

DATE: \_\_\_\_\_ LOCATION: \_\_\_\_\_



**EDUCATION**DATE: 2012 - 2015 LOCATION: Florida International UniversityDATE: 2010 - 2011 LOCATION: Miami Dade College

DATE: \_\_\_\_\_ LOCATION: \_\_\_\_\_

DATE: \_\_\_\_\_ LOCATION: \_\_\_\_\_

**EMPLOYMENT HISTORY**DATE: 2021 - Now LOCATION: NETA POSITION: Assistant Operations ManagerDATE: 2017 - 2021 LOCATION: Salem State University Police Department POSITION: Campus PoliceDATE: 2016 - 2017 LOCATION: Entertainment Cruises POSITION: Marine Crew

DATE: \_\_\_\_\_ LOCATION: \_\_\_\_\_ POSITION: \_\_\_\_\_

DATE: \_\_\_\_\_ LOCATION: \_\_\_\_\_ POSITION: \_\_\_\_\_

SIGNATURE:  DATE: 10/5/2021**(PLEASE SUBMIT THREE CHARACTER REFERENCES WITH APPLICATION)**

10/01/2021

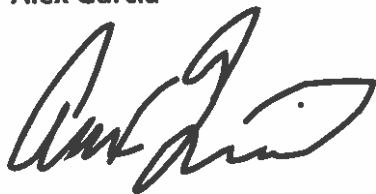
To whom it may concern,

I have known Javier Lira for about 20 years. We first met each other in middle school in Miami and remained friends till this very day. We were also roommates for a little over a year.

Javier is an honest, hard-working and extremely competent person. I would highly recommend him for any position or endeavor that he may wish to pursue. He will definitely be a valuable asset to any organization.

Sincerely,

Alex Garcia

A handwritten signature in black ink, appearing to read 'Alex Garcia', with a stylized, cursive script.

09/29/2021

To whom it may concern,

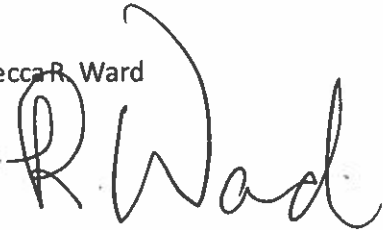
I couldn't be happier to recommend Javier Lira. I have known Javier for 10 years and can confidently say that he is a person of impeccable character. He is one the closest people I have in my life, and I assure you that his commitment to his professional career and high moral values are without question.

For as long as I've known Javier he has behaved honorably, and I would recommend him for any endeavor he undertakes.

If you have any questions or concerns, please feel free to contact me at your earliest convenience via email at [REDACTED] or by telephone at [REDACTED]

Respectfully,

Rebecca R. Ward

A handwritten signature in black ink, appearing to read "R. Ward". The signature is written in a cursive, flowing style with a large initial "R" and a stylized "Ward".

## To whom it may concern:

My name is Bryant Padilla. I have a juris doctor from New England Law | Boston, and I am currently employed as a paralegal in the Orlando area. I am writing this correspondence on behalf of Mr. Javier Lira, whom I highly recommend as a person with outstanding morals and character.

To preface, I have known Mr. Lira since middle school. In that time, I have seen Mr. Lira grow from a young man to a responsible adult.

In the time I have known him, he has not only served his country as a member of the U. S. Navy, but he also served Salem State University as a police officer.

Mr. Lira is the type of person to put the needs of others before his own. For me, personally, Mr. Lira was there to lend a helping hand

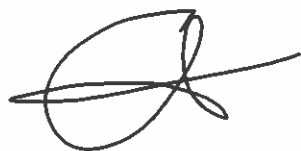
during my move from Boston to Orlando. He helped me find a vehicle, and he even let me take up one of his spare bedrooms before the big move. That, of course, being just one example of his generosity and character.

What you will find about Mr. Lira is that he is a well-read, highly intelligent individual. He is extremely responsible and is a person I would trust to always do the right thing.

If you have any questions regarding this letter, please contact me at



Thank you.



Bryant A. Padilla



**VOTE OF CORPORATION**

**DATE:** \_\_\_\_\_

**AT A MEETING OF THE BOARD OF DIRECTORS OF** \_\_\_\_\_

\_\_\_\_\_

**HELD AT:** \_\_\_\_\_ **ON:** \_\_\_\_\_

**IT WAS DULY VOTED THAT THE CORPORATION APPLY TO THE LICENSING BOARD FOR THE TOWN OF BROOKLINE FOR A**

\_\_\_\_\_

**(TYPE OF LICENSE)**

**FOR THE YEAR** \_\_\_\_\_ **TO BE EXERCISED ON THE PREMISES LOCATED AT**

\_\_\_\_\_

**VOTED: TO AUTHORIZE** \_\_\_\_\_ **TO SIGN**

**THE APPLICATION FOR THE LICENSES IN THE NAME OF** \_\_\_\_\_

\_\_\_\_\_ **AND TO EXECUTE ON ITS BEHALF ANY NECESSARY PAPERS, AND TO DO ALL THINGS REQUIRED RELATIVE TO THE GRANTING OF THE LICENSE.**

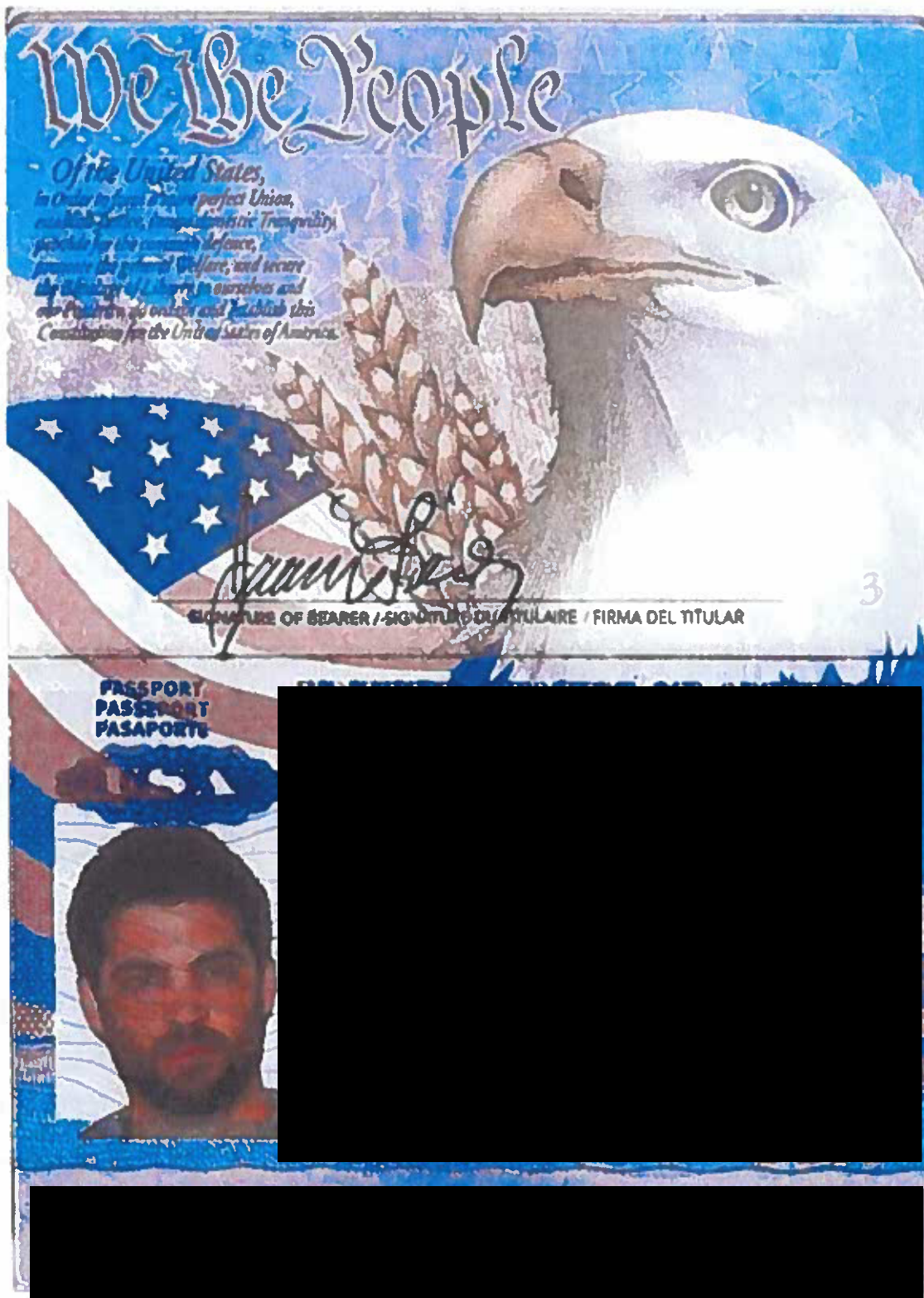
**THIS CORPORATION HAS** \_\_\_\_\_ **BEEN RESOLVED.**

**A TRUE COPY**

**ATTEST:** \_\_\_\_\_

**CLERK**







# Town of Brookline

## Massachusetts

### Authorization To Hire Request Form

1. Position **TITLE:** Senior Clerk Typist Grade: C-06

2. Department: Town Clerk Division: Town Clerk

3. Position Control #: 162000006 Prior Incumbent: Farisa Jimenez

a. Reason for Leaving: Promoted to Principal Clerk

4. Budgetary Information:

Department Code: TCA Budget Code: 16201620 510102 % 100

☐ Grant Funded-Name of Grant: \_\_\_\_\_ ☐ Revolving Fund ☐ Enterprise Fund

6. Employment Type:

☐ Full-Time: # of hours/week: \_\_\_\_\_ ☒ Part-Time: # of hours/week: ~~16.75~~ 20.00/WK

☒ Permanent ☐ Temporary: expected end date (required)      /      /     

7. Method of Fill:

☐ Promotion – To be Posted Internally from:      /      /      to      /      /     

☒ New Hire ☐ Transfer – Please explain: \_\_\_\_\_

8. List the top three essential functions of this position:

1. Types Birth, Death, and Marriage certificates
2. Processes Voter Registration Forms
3. Handles the front desk and the phones

9. I have considered the following alternatives to filling this position:

There are none

10. The alternatives are less desirable than new hire action for the following reasons:-continued on reverse side-

There are none

Senior Clerk Typist

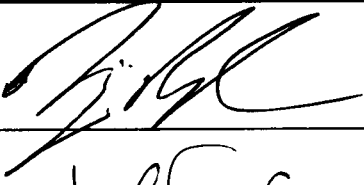

Authorization To Hire Request Form

## 11. Suggested sources for specialized recruitment advertising: (other than local papers)

Human Resources will work closely with the department to post the position widely with the ProDiversity Network,  
ZipRecruiter, Indeed, all of which have multiple targeted affinity group job boards as well as any other relevant groups.

## 12. Please attach the current position description.

## 13. Signatures:

Department Head Signature: 	Date: <u>10/21/2021</u>
Human Resources Director: 	Date: <u>10/21/21</u>
Town Administrator: _____	Date: _____

## 14. Approvals:

Date on BOS Agenda: _____	Date Approved: _____
---------------------------	----------------------

## 15. Notes:

**SENIOR CLERK TYPIST - TOWN CLERK**

**Grade C-06**

**PRIMARY PURPOSE**

Administrative and customer service duties assisting with the operations of the Town Clerk's office; other related work, as required.

**ESSENTIAL DUTIES AND RESPONSIBILITIES**

*The essential functions or duties listed below are illustrations of the type of work that is performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related, or a logical assignment to the position.*

*Individual duties include:*

Maintains Board of Appeals case files; schedules cases; creates maps and abutters lists; provides notification to attorneys, abutters, Town Meeting members and other interested parties.

Conducts research pertaining to Uniform Commercial Code filings.

Creates and maintains birth records and amendments; maintains files of business certificates; maintains raffle/bazaar files; issues raffle permits.

Works under the direction of the Town Clerk to supervise the security and testing of election equipment as well as supervising the retrieval, collection and security of the memory cards, cases and machines.

*General duties include:*

Types birth, death and marriage certificates; prepares dog licenses; distributes fishing, hunting and sporting licenses.

Responds to requests for information and assistance in person, by telephone and by mail.

Creates forms, reports and databases; enters data, reviews, prepares and files various documents, certificates and permits.

Processes voter registrations; certifies voter information; responds to inquiries.

Provides certified copies of documents for use in court cases.

Opens and closes the vault; reconciles cash.

Processes passport applications.

Performs additional duties in the absence of other staff.

Performs similar or related work as directed, required, or as situation dictates.

**SUPERVISION**

*Brookline, Massachusetts  
Senior Clerk Typist - Town Clerk*

*1*

### 3.G.

Works under the direct supervision of the Town Clerk in accordance with established policies and procedures; works independently to complete assignments according to prescribed time schedules; unusual situations are referred to the Town Clerk.

#### **WORK ENVIRONMENT**

Performs work in office conditions; the volume of work fluctuates due to elections and other events; additional hours may be required during elections and the annual census.

The employee operates standard office equipment.

The employee is required to use discretion in the use of impounded records.

The employee has ongoing contact with the public, attorneys, contractors, state agencies and other departments to provide and obtain information.

Errors could result in delay or loss of service or monetary loss.

#### **RECOMMENDED MINIMUM QUALIFICATIONS**

##### **EDUCATION AND EXPERIENCE**

High school diploma; two years of office experience; customer service experience; or an equivalent combination of education and experience. Prior municipal work and or work with election processes is preferred.

##### **KNOWLEDGE, ABILITY AND SKILL**

Knowledge of office practices and procedures; familiarity with statutes and regulations applicable to the duties and responsibilities of a Town Clerk's office, particularly state and federal elections; duties may require specific knowledge of UCC and ZBA procedures and regulations.

Ability to work independently, organize time and accomplish tasks with accuracy and attention to detail; ability to communicate effectively with the public verbally and in writing.

Customer service skills; written and oral communication skills; computer skills; office skills; organizational skills.

#### **PHYSICAL REQUIREMENTS**

Minimal physical effort is required to perform most duties; ability to walk, stand, sit, speak and hear, operate office equipment, and exert effort to retrieve and lift items weighing more than ten pounds; vision requirements include the ability to read and analyze documents and use a computer.

*This job description does not constitute an employment agreement between the employer and employee, and is subject to change by the employer, as the needs of the employer and requirements of the job change.*

Brookline, Massachusetts  
Senior Clerk Typist - Town Clerk

2



# Town of Brookline

## Massachusetts

### Authorization To Hire Request Form

1. Position **TITLE:** B-Pen Administrative and Outreach Coordinator Grade: UNGRADED

2. Department: Public Health & Human Services Division: Sub Abuse & Viol Prev for Youth

3. Position Control #: 510000025 Prior Incumbent: June Harris

a. Reason for Leaving: Retiring

4. Budgetary Information:

Department Code: HA 0000 Budget Code: 51005270 510102 % 100

☐ Grant Funded-Name of Grant: \_\_\_\_\_ ☐ Revolving Fund ☐ Enterprise Fund

6. Employment Type:

☐ Full-Time: # of hours/week: \_\_\_\_\_ ☒ Part-Time: # of hours/week: 17.5

☒ Permanent ☐ Temporary: expected end date (required) \_\_\_\_/\_\_\_\_/\_\_\_\_

7. Method of Fill:

☐ Promotion – To be Posted Internally from: \_\_\_\_/\_\_\_\_/\_\_\_\_ to \_\_\_\_/\_\_\_\_/\_\_\_\_

☒ New Hire ☐ Transfer – Please explain: \_\_\_\_\_

8. List the top three essential functions of this position:

1. Create and Maintain the administrative structure for the operation of the division

2. Participate with team in developing yearly Strategic Prevention Plans and related activities

3. Organize Public Health forums and PTO presentations - Collaboration with School/Community

9. I have considered the following alternatives to filling this position:

Position has specific duties and task that do not have alternative options to fill. Brookline Substance Abuse

and Prevention Program for Youth is an important partnership with Public Health and Schools.

10. The alternatives are less desirable than new hire action for the following reasons:-continued on reverse side-

NA



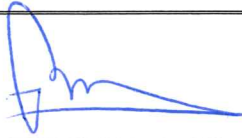
Authorization To Hire Request Form

## 11. Suggested sources for specialized recruitment advertising: (other than local papers)

Human Resources will work closely with the department to post the position widely with recruiting websites and  
 multiple targeted affinity group job boards, professional groups and diversity recruiting sites.

## 12. Please attach the current position description.

## 13. Signatures:

Department Head Signature: 	Date: <u>10/28/21</u>
Human Resources Director: _____	Date: _____
Town Administrator: _____	Date: _____

## 14. Approvals:

Date on BOS Agenda: _____	Date Approved: _____
---------------------------	----------------------

## 15. Notes:

### 3.H.

**Job Title:** Administrative & Outreach Coordinator, the Brookline Substance Abuse Prevention Program for Youth, the Brookline Coalition Against Substance Abuse (B-CASA), and the Brookline Parent Education Network (B-PEN)

#### **Definition**

The Brookline Substance Abuse Prevention Program for Youth, is a town/school partnership between the Brookline Public Health and Human Services and the Public Schools of Brookline. The Program was created over 40 years in response to growing community concerns about the social/emotional and health problems resulting from alcohol and other drug use. The program aims to reduce the incidence of substance abuse in the community by targeting youth in grades seven through twelve through prevention and early intervention. The program addresses behaviors identified by the bi-annual grade 7-12 student health survey, including tobacco, alcohol, marijuana and other drug use, and associated risk behaviors.

B-CASA is a coalition of local professionals and other Brookline residents collaborating to create a town-wide response to concerns associated with substance use (including tobacco, alcohol, marijuana and other drug use, and associated risk factors) affecting the town. Some examples will be to improve communication between existing services, increase prevention services, improve availability and access to treatment, and identify resources for those impacted. The coalition may create policy recommendations, facilitate collaboration between local resources, research and write grants or other activities.

B-PEN, the Brookline Parent Education Network, is a program of the Brookline Substance Abuse Prevention Program for Youth. B-PEN helps parents/guardians and other adults in the community to navigate the social, emotional and developmental challenges affecting today's teens and pre-teens – common challenges that can lead to substance abuse and associated risky behavior.

#### **Essential Functions**

(The essential functions or duties listed below are intended only as illustrations of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work assigned by the Division Director is similar, related, or a logical assignment to the position.)

The Administrative & Outreach Coordinator, organizes both prevention education and programming to Brookline youth and their families under the direct supervision of the Division Director.

Responsibilities include:

- Create and maintain the administrative structure for the operation of the department
- Participate with the team in developing yearly Strategic Prevention Plans utilizing SAMHSA's Strategic Prevention Planning Framework (Community Needs Assessment, Capacity, Planning, Implementation and Evaluation)
- Monitor the Strategic Prevention Plan throughout the year with weekly team meetings

### 3.H.

- Organize public health forums including PTO presentations, the Public Health Week Forum, and the Wellness Summit- Manage all event logistics: (booking space or arrange for virtual platform, researching and interviewing potential speakers, tech needs, publicity, registration, and day-of management
- Build and maintain collaboration with school and community members
- Organize and Facilitate the B-CASA coalition: recruit members, maintain member communications, run board meetings
- Organize and Facilitate the B-PEN Parent Advisory Board: recruit members, maintain member communications, run board meetings
- Represent and attend relevant school and community meetings including the Wellness Committee,
- Report on grants
- Any other duties deemed necessary by their supervisor

#### **Qualifications for Positions:**

##### Education:

- BA in Human Services, Education or related field
- Certification and experience in lieu of BA may be accepted.

##### **Prior Experience required:**

- Administration
- Working with community members
- Computer and office skills ie google
- Coordinating and running community meetings, forums including Zoom.
- Grant administration
- Prior work or experience in a middle or high school setting.

##### **Skills and Knowledge Required**

- Interest and knowledge of substance abuse prevention and intervention;
- Some public speaking and community presentation skills and knowledge of the Brookline community;
- The ability to mobilize a diverse cross section of teens and community members in substance abuse prevention.
- Applicants must have strong verbal and written communication skills and computer skills in Microsoft office, google, and video production.

**Supervisory Relationships:** B-PEN Administrative & Outreach Coordinator will report to the Director for Substance Abuse and Violence Prevention, Brookline Public Health Department.

##### **Amount of Travel and other Special Conditions or Requirements:**

Travel to schools in Brookline, other towns and area workshops.  
Some evening hours are required.

### 3.H.

**Hours per week:** 17.5 hours per week  
Salary is not negotiable.

**Additional Requirements:**

A minimum of 2 years of sobriety is required.

All positions are subject to applicable screening for working in the Brookline schools including but not limited to CORI.

Position is not remote.

Need to live in the Brookline/Boston/suburban area



**TOWN OF BROOKLINE  
DEPARTMENT OF PUBLIC HEALTH**

---

11 Pierce Street, Brookline, Massachusetts, 02445  
Telephone: (617) 730-2303 Facsimile: (617) 730-2296  
Email: [pmaloney@brooklinema.gov](mailto:pmaloney@brooklinema.gov)

---

**Patrick J. Maloney, MPAH, CHO, RS**  
*Acting Commissioner of Public Health  
& Human Services*

**October 28, 2021**

Memo: Approval for hiring a B-Pen Administrative & Outreach Coordinator

To: Brookline Select Board  
Attn: Heather Hamilton, Chair of the Brookline Select Board

Chair Hamilton,

Brookline Public Health and Human Services seeks the authorization of the Select Board to employ a new B-PEN Administrative & Outreach Coordinator with the assistance of the Office of Human Resources. The Office seeks to fill the position following the retirement of June Harris.

The B-PEN Administrative & Outreach Coordinator works in the division of Substance Abuse and Violence Prevention for Youth to ensure the safety and wellbeing of Brookline students.

Thank you for considering this request.

Sincerely,

Patrick J. Maloney, MPAH, CHO, RS  
Acting Director of Health and Human Services



MARK P. MORGAN  
ACTING CHIEF OF POLICE

## BROOKLINE POLICE DEPARTMENT

*Brookline, Massachusetts*

TO: Acting Chief Mark P. Morgan  
Dep. Supt. Richard Allen

FROM: Lt. Michael P. Murphy #31

DATE: 29 October 2021

RE: Temporary All Alcoholic Beverage – One Day Permit – 11/06/2021  
Mel Seibolt (Brookline H.S. Alumni Assoc. 50<sup>th</sup> Reunion)

---

Sir,

The Brookline High School Alumni Association, through their representative, Mel Seibolt, has applied for a Temporary Section 14 One Day All Alcoholic Beverage License for the Class of 1971- 50<sup>th</sup> Reunion. It will be held on Saturday, November 6th, 2021 between 6:00 pm and 10:00 pm. at Brookline High School, 115 Greenough Street. An Application for the use of a School Building has been submitted and approved.

Melville Seibolt, 13 Snyder Rd., Medfield, MA, (DOB 6-14-1953) will be the responsible manager on site for this event and will ensure compliance with all applicable Federal, State and local laws, regulations, ordinances, and any conditions on the permit. A copy of his Crowd Manager Certification will be submitted prior to the event.

This 50<sup>th</sup> Reunion is expecting no more than eighty (80) attendees all of whom are over the age of 21 years. All alcoholic beverages at this event will be served by bartender Joan M. Sachetti, 55 Chestnut St., Melrose, MA 02176. Her certification in the safe service of alcohol was submitted with the application. The Brookline High School Alumni Association will also submit a copy of their Certificate of Liability specifically listing the Town of Brookline as the named insured party.

As long as the Crowd Manager Certification and Certificate of Liability are submitted prior to the event, I see no reason to oppose this license request. Thank you.

Respectfully submitted,  
Lt. Michael P. Murphy #31



Public Safety Building, 350 Washington Street, Brookline, Massachusetts 02445  
Telephone (617) 730-2249 ♦ Facsimile (617) 730-8454



## **One Day Temporary Alcohol license**

Applicant: Mel Seibolt  
Location: 115 Greenough Street

### **Application Details:**

A Temporary All Alcohol Beverages Sales License to Mel Seibolt to be held on Saturday, November 6, 2021 for 50th Class Reunion 6:00PM – 10:00PM at Brookline High School.

### **Report:**

Police Department (Approved)



MARK P. MORGAN  
ACTING CHIEF OF POLICE

## BROOKLINE POLICE DEPARTMENT

*Brookline, Massachusetts*

TO: Acting Chief Mark P. Morgan  
Dep. Supt. Richard Allen

FROM: Lt. Michael P. Murphy #31

DATE: 29 October 2021

RE: Temporary All Alcoholic Beverage – One Day Permit – 11/06/2021  
Mel Seibolt (Brookline H.S. Alumni Assoc. 50<sup>th</sup> Reunion)

---

Sir,

The Brookline High School Alumni Association, through their representative, Mel Seibolt, has applied for a Temporary Section 14 One Day Wine All Alcoholic Beverage License for the Class of 1971- 50<sup>th</sup> Reunion. It will be held on Saturday, November 6th, 2021 between 6:00 pm and 10:00 pm. at Brookline High School, 115 Greenough Street. An Application for the use of a School Building has been submitted and approved.

Melville Seibolt, [REDACTED] will be the responsible manager on site for this event and will ensure compliance with all applicable Federal, State and local laws, regulations, ordinances, and any conditions on the permit. A copy of his Crowd Manager Certification will be submitted prior to the event.

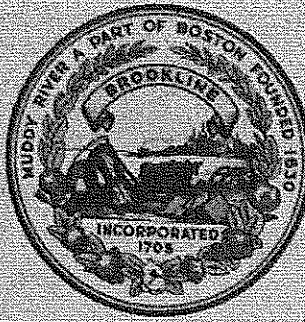
This 50<sup>th</sup> Reunion is expecting no more than eighty (80) attendees all of whom are over the age of 21 years. All alcoholic beverages at this event will be served by bartender Joan M. Sachetti, [REDACTED]. Her certification in the safe service of alcohol was submitted with the application. The Brookline High School Alumni Association will also submit a copy of their Certificate of Liability specifically listing the Town of Brookline as the named insured party.

As long as the Crowd Manager Certification and Certificate of Liability are submitted prior to the event, I see no reason to oppose this license request. Thank you.

Respectfully submitted,  
Lt. Michael P. Murphy #31



Public Safety Building, 350 Washington Street, Brookline, Massachusetts 02445  
Telephone (617) 730-2249 ♦ Facsimile (617) 730-8454



OFFICE OF SELECT BOARD  
333 WASHINGTON STREET  
BROOKLINE, MA 02445  
(617) 730-2200

APPLICATION FOR A TEMPORARY  
ALCOHOLIC BEVERAGES LICENSE

ON TOWN PROPERTY Yes ☒ No ☐

WINE & MALT ☐ ALL ALCOHOL (non profit only) ☒

Date: 10/28/2021

I hereby make application for a TEMPORARY ALCOHOLIC BEVERAGES LICENSE for the purpose of selling and dispensing alcoholic beverages permitted by law at a

50<sup>TH</sup> HIGH SCHOOL REUNION

(state weather meeting, banquet, concert, picnic, wedding, etc.)

which is to be held by

BAS

CLASS OF 1971

ALUMNI ASSOCIATION

(Name of Organization)

115

GREENWICH STREET BROOKLINE, MA

(Address of Organization)

a 501(c)3 organization, on the 6<sup>TH</sup> day of NOVEMBER

between the hours of 6 PM - 10 PM at the following described place:

BROOKLINE HIGH SCHOOL ATRIUM / MLK ROOM

[NOTE: Under state law, temporary licensees may not sell alcoholic beverages between the hours of 2:00AM and 8:00AM]

State law permits issuance of a temporary license to sell alcohol only to the responsible manager of an organization.



The above organization represents and warrants that the following individual is the organization's responsible manager:

Name: MELVINE SEIBOLT Address: 13 SNYDER ROAD HENRIETTA, NY  
 Title: COMMITTEE MEMBER Date of Birth: 06/14/1953  
 Telephone number(s) (24-hour contact information): (508) 641-0747  
 Email address (es): SEIBOLT@VERIZON.NET

Complete name and address of officer of the organization applying:

Name: \_\_\_\_\_ Title: \_\_\_\_\_ Address: \_\_\_\_\_

Name: \_\_\_\_\_ Title: \_\_\_\_\_ Address: \_\_\_\_\_

Name: \_\_\_\_\_ Title: \_\_\_\_\_ Address: \_\_\_\_\_

1) How many cases or barrels, etc. of alcohol beverages are to be available for sale?

0 < 10 CASES

2) What is the maximum number of people to attend? 80

3) What is the age group of people to attend? 67-69

4) Are you charging an admission fee? ☒ Yes ☐ No

5) Are you charging for alcoholic beverages? ☒ Yes ☐ No

6) Is the event open to the public? ☐ Yes ☒ No

7) Are tickets to the event available for purchase? ☒ Yes ☐ No

8) Will the event feature a bar? ☒ Yes ☐ No

If yes to the above, please attach the Massachusetts Department of Fire Services' Crowd Manager Regulations and Training Program Certificate to application. This on-line training may be found at: <https://www.mass.gov/crowd-manager-regulations-and-training-program>

9) How will alcoholic beverages be dispensed or served and by whom? Please state the name, addresses and telephone numbers of all person(s) serving alcoholic beverages.

JOAN M. ZACHETTI [REDACTED]  
 [REDACTED]  
 [REDACTED]

10) State whether or not the person(s) dispensing or serving alcohol received TIPs certification or equivalent safe-service-of-alcohol training, and the date(s) of any such certification or training. (PLEASE ATTACH DOCUMENTATION PERTAINING TO SUCH CERTIFICATION OR TRAINING):

YES. SENT TO TOWN



11) If any attending are under the age of 21, what method will be used to check I.D.s and what procedures will be followed to make certain that those under the age of 21 are not served and are not allowed to consume alcoholic beverages? N/A

12) Will a police detail or other types of security be provided? ☐ Yes ☒ No

If "yes" what type and how many? \_\_\_\_\_

Note: Police details are arranged for by contacting the Brookline Police Department.

13) If different from the responsible manger identified above, please state the name, address age, and 24-hour contact information of the official employee or representative of the organization who will be physically present at the event and who has been duly authorized by the organization to be responsible for supervising the event to ensure compliance with all applicable federal, state, and local laws, regulations, ordinances and conditions on the license and maintenance of order and decorum:

SAME  
 (Name) (Address) (Date of Birth)

Telephone number(s) (24-hour contact information): \_\_\_\_\_

Email Address(es): \_\_\_\_\_

14) Does the organization have a pending application for a license as a common victualler, innholder or club? Is the premises for which a temporary license is sought already the subject of a liquor license? ☐ Yes ☒ No

If the answer is yes to either question, please detail: \_\_\_\_\_


15) Please describe the portion(s) of the premises where the sale, storage and/or furnishing of alcohol will take place, including a specification and description of all indoor and outdoor portions of the premises (e.g., in the case of a function, table areas, bars, dance floors, tented area, etc.):

THE REAR LEFT AREA OF THE  
BROOKLINE HIGH SCHOOL AUDITORIUM



**Town Property Use:** In the event that the applicant seeks to use a Town Property in connection with the event that is the subject of this application, this application must be accompanied by proof that the application has secured and that there is in effect during the period of time for which the license is sought, a general liability policy naming the Town as an additional insured, or, if the general liability policy exempts alcohol-related incidents or occurrences, a liquor liability policy naming the Town as an additional insured. By signing this application, the organization and its officers, employees, agents and representatives absolve the Town and its officials, officers, employees, agents and representatives from all liability in connection with the applicant's proposed use. By signing this application, the organization agrees to indemnify the Town for any damage to the Town's personal and real property resulting from the use, and agrees to indemnify the Town for any expenses the Town incurs in restoring the property to its condition prior to the use in excess of any routine cleaning and maintenance service the Town would ordinarily have performed irrespective of the use.

**Certification:** I certify that I, as the responsible manager of the organization, have been duly authorized to apply for this license on behalf of the organization, and that I will be responsible for the organization's compliance with all applicable federal, state, and local laws, regulations, ordinances and conditions on the license and for the maintenance of order and decorum at the event.

  
\_\_\_\_\_  
Signature of Responsible Manager



**Tiffany Souza**

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**From:** Mel Seibolt <seibolt@verizon.net>  
**Sent:** Thursday, October 28, 2021 2:43 PM  
**To:** Tiffany Souza  
**Subject:** Fwd: Reservation for MLK and Atrium at Brookline High

Tiffany,

Hope this helps!

Mel Seibolt

----- Forwarded message -----

**From:** Kathy Keaveney <kathy\_keaveney@psbma.org>  
**Date:** Oct 28, 2021 2:29 PM  
**Subject:** Reservation for MLK and Atrium at Brookline High  
**To:** seibolt@verizon.net  
**Cc:**

Dear Mel,

This is to confirm that you have reserved the MLK and Atrium Spaces at Brookline High School on Saturday, Nov. 6, 2021 for your 50th Class Reunion, 6 to 10 PM.

Have a nice day.

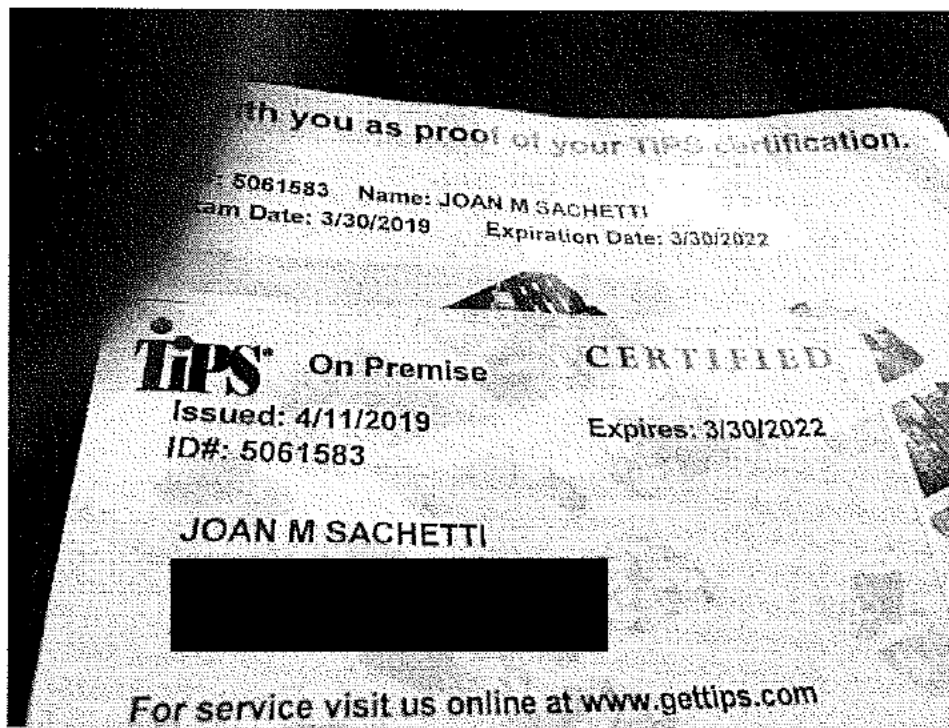
Kathy Keaveney

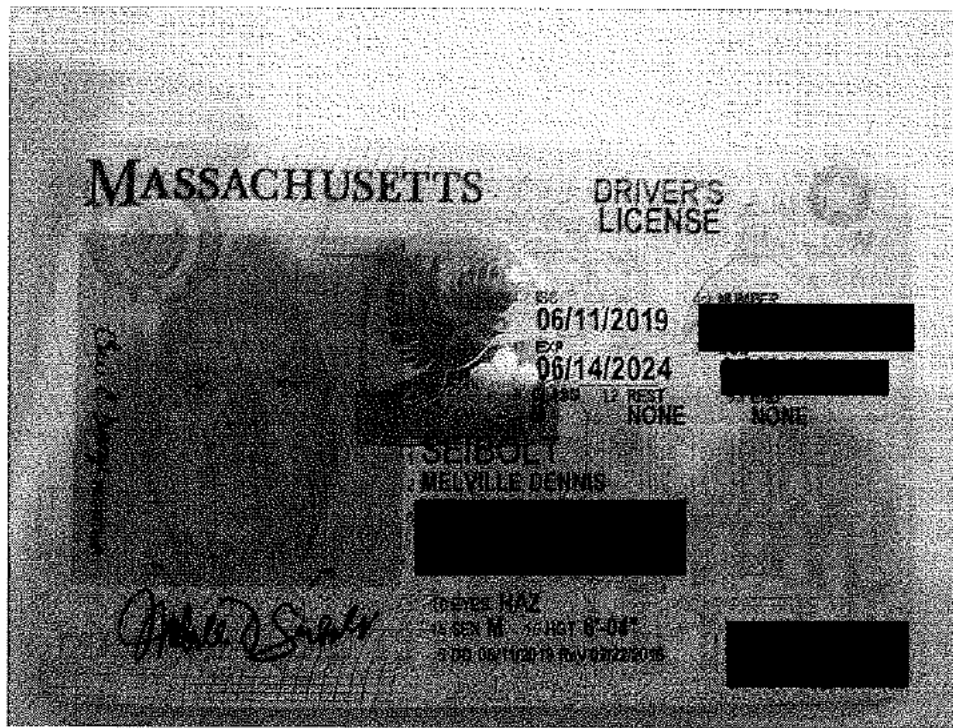
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[kathy\\_keaveney@psbma.org](mailto:kathy_keaveney@psbma.org)

Kathy Keaveney  
BHS Head Of School Office  
(617) 713-5002

[EXTERNAL EMAIL] [CAUTION] This email originated from a sender outside of the Town of Brookline mail system. Do not click on links or open attachments unless you recognize the sender and know the content is safe.







# *Town of Brookline*

## **M A S S A C H U S E T T S**

### **MARIJUANA RETAILER EQUITY POLICY**

(Voted: ~~some future date~~August 31, 2021)

#### **1. Purpose**

The Select Board seeks to further the public interest by encouraging diversity in the local cannabis industry. Toward that end, it is seeking approval from the November 2021 Special Town Meeting to raise the Marijuana Retailer Select Board license cap set forth in General By- Law Art. 8.37 to make available two (2) additional Marijuana Retailer licenses for Equity Applicants (as defined below), and adopts this Marijuana Retailer Equity Policy ("Policy") in tandem with that effort.

This Policy is intended to provide opportunities for local and diverse applicants for Select Board Marijuana Retailer licenses who wish to establish a Marijuana Retail Establishment within the Town of Brookline. Further, this Policy establishes the procedures for Equity Applicants to apply for a Host Community Agreement with the Select Board.

#### **2. Definitions**

***Marijuana Retailer*** - As defined or amended by 935 CMR 500, an entity licensed by the Massachusetts Cannabis Control Commission to purchase, repackage, white-label, and transport Marijuana or Marijuana Product from Marijuana Establishments and to transfer or otherwise transfer this product to Marijuana Establishments and to sell to consumers.

***Equity Applicant*** - Individuals or entities ~~that have received one of the following who, as an entity or through an individual, in the sole judgement of the Select Board meet and continue to meet three or more of the following six criteria, at least one of which shall be a majority-equity-ownership criterion:~~

- ~~▪ CCG Economic Empowerment Status~~
- ~~▪ CCG Social Equity Status~~

##### 1. Majority-equity-ownership criteria:

- a. A majority (more than 50%) of the ownership is made up of individuals from Black, African American, Hispanic or Latino descent.
- b. A majority (more than 50%) of ownership belongs to people who have lived for five of the preceding ten years in an Area of Disproportionate Impact, as determined by the State Cannabis Control Commission.
- c. A majority (more than 50%) of ownership has held one or more previous positions where the primary population served were disproportionately impacted, or where primary responsibilities included economic education, resource provision or empowerment to disproportionately impacted individuals or communities, in the sole judgement of the Select Board.

## 5.A.

d. A majority (more than 50%) of ownership meets applicant eligibility criteria for the State Cannabis Control Commission Social Equity Program.

2. Additional criteria:

a. At least 51% of current employees or subcontractors reside in Areas of Disproportionate Impact, as determined by the State Cannabis Control Commission and by the first day of business, the ratio will meet or exceed 75%.

b. At least 51% of employees or subcontractors have drug-related CORI and are otherwise legally employable in Cannabis enterprises.

\*c. Other significant articulable demonstration of past experience in or business practices that promote economic empowerment in Areas of Disproportionate Impact, in the judgement of the Select Board.

### **3. Host Community Agreements and Brookline Resident Prioritization**

With respect to the two additional Marijuana Retailer licenses described above, the Town will exclusively accept and consider applications for Host Community Agreements from Equity Applicants. Further, Equity Applicants for Host Community Agreements that are also Brookline residents will receive priority processing (processed ahead of non-Brookline residents).

### **4. Transfers and Changes in Ownership**

## 5.A.

An Equity Applicant for a Host Community Agreement under this Policy who undergoes a transfer or change in ownership to a non-Equity Applicant loses eligibility to proceed as an Equity Applicant in the event the transferee/successor company does not qualify for a Host Community Agreement under this Policy.

### 5. Procedure

Following the posting of an available Marijuana Retailer license on the Town's website, applicants are required to complete and submit the Request for Marijuana Retailer Host Community Agreement for Equity Applicants with the following required supporting documents:

1. Evidence of ~~CCC Social Equity/Economic Empowerment status or Commonwealth of Massachusetts DBE status~~ as a Brookline Equity Applicant, as defined above;
2. Evidence of a zoning-compliant location of the proposed Marijuana Establishment (see the Town's Zoning By-Law) and the applicant's legal control of the premises:
  - a. Lease, or
  - b. Letter of intent signed by a property owner to enter into a lease with the applicant for the location, or
  - c. Title;
3. Required operating policies and procedures
  - a. Traffic Management Plan
  - b. Security Plan
  - c. Diversion Plan
  - d. Diversity Plan
4. Evidence of current Brookline residency (to receive priority processing)
  - a. Lease, or
  - b. Utility bill, or
  - c. Bank Statement
5. Complete supporting documents include site plans and plan sets that are certified by a design professional such as an architect, engineer or land surveyor (and that show compliance regarding required zoning buffer zones) and floor plans that indicate square footage.

~~5.~~ The Select Board will review these documents and may elect not to issue licenses if in its judgement the pool of applicants for a given license is not sufficiently diverse.



## 5.A.

### OFFICE OF THE SELECT BOARD

#### MEMORANDUM

TO: Each Member of the Board

FROM: Melissa Goff, Deputy Town Administrator

**RE: Marijuana Retailer Equity Policy edits**

DATE: 10/27/21

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Attached please find proposed edits to the Marijuana Retailer Equity Policy as discussed at last week's Select Board meeting. In addition to the proposed edits the Board should review section four (highlighted) to determine if there should be additional edits to "Transfers of Ownership" given the feedback received in Cambridge on the inequities for exiting the industry. I have attached a recent news article that provides more context.



# *Town of Brookline*

## MASSACHUSETTS

### MARIJUANA RETAILER EQUITY POLICY

(Voted: August 31, 2021)

#### 1. Purpose

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This Policy is intended to provide opportunities for local and diverse applicants for Select Board Marijuana Retailer licenses who wish to establish a Marijuana Retail Establishment within the Town of Brookline. Further, this Policy establishes the procedures for Equity Applicants to apply for a Host Community Agreement with the Select Board.

#### 2. Definitions

***Marijuana Retailer*** - As defined or amended by 935 CMR 500, an entity licensed by the Massachusetts Cannabis Control Commission to purchase, repackage, white-label, and transport Marijuana or Marijuana Product from Marijuana Establishments and to transfer or otherwise transfer this product to Marijuana Establishments and to sell to consumers.

***Equity Applicant*** - Individuals or entities that have received one of the following:

- CCC Economic Empowerment Status
- CCC Social Equity Status

#### 3. Host Community Agreements and Brookline Resident Prioritization

With respect to the two additional Marijuana Retailer licenses described above, the Town will exclusively accept and consider applications for Host Community Agreements from Equity Applicants. ~~Further, Equity Applicants for Host Community Agreements that are also Brookline residents will receive priority processing (processed ahead of non-Brookline residents).~~

#### 4. Transfers and Changes in Ownership

An Equity Applicant for a Host Community Agreement under this Policy who undergoes a transfer or change in ownership to a non-Equity Applicant loses eligibility to proceed as an Equity Applicant in the event the transferee/successor company does not qualify for a Host Community Agreement under this Policy.

### 5. Procedure

Following the posting of an available Marijuana Retailer license on the Town's website, applicants are required to complete and submit the Request for Marijuana Retailer Host Community Agreement for Equity Applicants with the following required supporting documents:

1. Evidence of CCC Social Equity/Economic Empowerment status
2. Evidence of a zoning-compliant location of the proposed Marijuana Establishment (see the Town's Zoning By-Law) and the applicant's legal control of the premises:
  - a. Lease, or
  - b. Letter of intent signed by a property owner to enter into a lease with the applicant for the location, or
  - c. Title;
3. Required operating policies and procedures
  - a. Traffic Management Plan
  - b. Security Plan
  - c. Diversion Plan
  - d. Diversity Plan
4. Evidence of current Brookline residency (to receive priority processing)
  - a. Lease, or
  - b. Utility bill, or
  - c. Bank Statement
5. Complete supporting documents include site plans and plan sets that are certified by a design professional such as an architect, engineer or land surveyor (and that show compliance regarding required zoning buffer zones) and floor plans that indicate square footage.

# tax revenue, so why the delay in opening up shop?

*It's more complicated than you think.*

**Amy Saltzman** Wicked Local

Published 5:22 a.m. ET Sept. 27, 2021 | Updated 9:51 a.m. ET Oct. 6, 2021

Although there are seven in the pipeline, Cambridge has yet to open a recreational cannabis shop. Meanwhile, Arlington, the once-dry community next door, opened its first shop a year ago and has brought in \$158,000 in tax revenue.

Why it's taken Cambridge so long is complicated. The pandemic certainly didn't help. And unlike other municipalities, Cambridge has for the past two years given priority to Economic Empowerment applicants to protect the market from the inevitable flood of already-established, white-dominated medical dispensaries looking to convert.

**More:** What does Economic Empowerment mean?

According to some Cambridge EE shop owners, the whole process has been a mess as they run into bureaucratic delays and problems securing funding for real estate, lawyers, staff and inventory (which can cost anywhere from \$250,000 to \$500,000).

"It's such a complicated, highly regulated industry that you got to know what you're doing to play ball," said Dennis Benzan, former vice mayor of Cambridge, EE applicant and CEO of Western Front, a cannabis shop with one location in Chelsea. Western Front is slated to open its second shop by year's end at the former Central Kitchen spot in Central Square.

In the meantime, Cambridge is missing out on an estimated \$1 million in annual tax revenue. But many, including shop owners, say it is worth the wait for the equity it will create.

## Moratorium was set to expire

In 2019, Cambridge established a two-year moratorium on medical dispensaries applying for recreational conversion. This gave EE applicants a head start, "as a matter of racial justice and to begin to make up for disproportionate harm caused by the war on drugs," according to a statement from Councilor Quinton Zondervan, who co-lead the initiative with Mayor Sumbul Siddiqui.

# WICKEDLOCAL.com

three that were operating and two that were temporarily closed,” said Zondervan. “So if we allowed that conversion to happen instantly and there were five recreational stores open and run by medical dispensaries and their investors, where would there be space in the market for the equity applicants?”

The moratorium was set to expire last week without any recreational shops in the city. So councilors voted Sept. 13 to extend it one more year, and also opened up applications to women- and minority-owned businesses, low-income Cambridge residents and Cambridge-based Social Equity applicants.

## **New process, new problems**

When asked why the delay, Zondervan said it’s hard to diagnose.

“So much of this is new, and we’re still creating it. The city didn’t publish a formal process of how to get a host community agreement until June of this year,” he said.

The host community agreement is a prerequisite for getting a license from the state, and spells out how the applicant will obey the laws and give back to the community. Before an agreement is made, applicants have to secure a location and approval from the Cambridge Planning Board.

Zondervan said the city created added protection for the EE shops, so that bigger, richer, whiter cannabis companies couldn’t swoop in and try to buy them out. These shops have to check in with the city once a year to renew an additional business permit in order to prove, in part, that they’re still minority-majority owned.

## **'Can't collect wealth with regulatory obstacles'**

But this is a “dumbing down” of Latino and African American entrepreneurs — “that we would put ourselves in a position to be taken advantage of” — and leads to an uneven playing field, according to Benzan.

“Currently what needs to be looked at is the inherent inequity of the cannabis industry in Massachusetts, where an EE applicant cannot exit the cannabis industry in the same manner

## WICKEDLOCAL.com

This is difficult, he said, with an immense wealth gap between whites and people of color.

“In the end, the whole purpose of any of us being involved in this industry is, number one, to get more people of color working in the industry and to create wealth in communities of color. But you can’t collect wealth with regulatory obstacles,” he added.

In the meantime, the seven applicants who have host agreements with the city, six of whom have provisional licenses through the state, have been paying rent with no shop.

“It’s arduous, complex, time consuming beyond the pale. If this were treated like any other business, it would be unconscionable for this to take so long,” said Richard Harding, who co-owns Green Soul Organics with Taba Moses and two other Cambridge Rindge and Latin School graduates. The shop is looking to open at 759 Massachusetts Ave. near City Hall.

**More:** Longtime Cambridge friends set out to transform cannabis industry

“We just got our host community agreement two weeks ago, and we’ve done everything right,” he added.

This is two years after Cambridge enacted the moratorium and five years after cannabis was legalized in Massachusetts.

Across Massachusetts, 122 EE applicants were certified and granted priority at the beginning of the process in April 2018 and just seven have opened, according to the Cannabis Control Commission.

“We had our own moratorium in a way,” said Harding. “The effects of the pandemic cannot be understated. It effectively paralyzed all groups, but it was especially detrimental to Economic Empowerment groups because they were the most disadvantaged in dealing with the obstacles and costs through a long arduous cannabis license process.”

Even without the pandemic, Harding said it was a tough process. “That’s the lesson to be learned.”

But Harding said he’s already encouraged by the recent conversations around streamlining and clarifying the steps.

“This is an important moment for all of us to come together and create a process that allows Economic Empowerment applicants a fair shot in the emerging cannabis business,” said



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It's not easy and it'll take time. But the people who come a year after me will have fewer obstacles in their way than the people who started early," he added. "The good news is that everybody out of the EE groups is well on their way."

## 6.A.

AMENDMENT TO ARTICLE 19 MOVED BY JONATHAN DAVIS, PETITIONER OF ART. 19, AND TOWN MEETING MEMBER PCT. 10

MOVED, that Article 19 be amended as follows (additions made by this Amendment are in **bold**, deletions made by this Amendment are marked with ~~double strikethroughs~~, additions made by the original Article 19 are underscored, and deletions made by the original Article 19 are marked with ~~single strikethroughs~~).

“To see if the Town will amend the Town General By-Laws by amending Article 8.29 (Nuisance Control) Sections 8.29.2, 8.29.3 and 8.29.4 as follows:

### 8.29.1 Purpose

In order to protect the health, safety and welfare of the public, this bylaw shall permit the Town to impose liability on Property Owners **and on Public Way Permittees** and other responsible persons for the nuisances and harm caused by loud and unruly Gatherings on private property **and in or on public ways as hereafter set forth**, and shall prohibit the consumption of alcoholic beverages by underage persons at such Gatherings.

### Section 8.29.2 Definitions

*Eviction* means actively trying to evict a tenant from a premise by delivery of a notice to quit and subsequent court proceedings, if a tenant fails to vacate the Premises.

*Gathering* is a party or event, where two or more persons have assembled or are assembled for a social occasion or social activity (including but not limited to being present on a Premises as defined below in this Section 8.29.2).

*Premises* means any residence or other private property, place, or location, including any commercial or business property, and also means a location in or on a public way that any commercial or business enterprise has been authorized or permitted to use or occupy, whether temporarily or permanently, by a Board, Commission, Committee, Department or other instrumentality of the Town.

*Property Owner* means the legal owner of record of a Premises as listed by the tax assessor's records and also means the commercial or business enterprise authorized or permitted to use or occupy a public way by any Board, Commission, Committee, Department, or other instrumentality of the Town.

*Public Nuisance* means a Gathering of persons on any Premises in a manner which constitutes a violation of law or creates a substantial disturbance of the quiet enjoyment of private or public property in a neighborhood. Behavior constituting a Public Nuisance includes, but is not limited to excessive noise and excessive pedestrian and vehicular traffic related thereto, obstruction of

public ways by crowds or vehicles, illegal parking, public urination, the service of alcohol to underage persons, fights, disturbances of the peace, and littering.

**Public Way Permittee** means a commercial or business enterprise authorized or permitted to use or occupy a public way by any Board, Commission, Committee, Department, or other instrumentality of the Town.

*Response Costs* are the costs associated with responses by law enforcement, fire, and other emergency response providers to a ~~gathering~~ Gathering which has resulted in a Public Nuisance as set forth in a schedule of costs established by the Select Board.

### Section 8.29.3

### Mailing of Notice to Property Owner and Others

In the event police or other local officials have responded to a Gathering constituting a Public Nuisance, a notice of response shall be made within ten (10) days of the Gathering as follows:

- (a) **Property Owners and Public Way Permittees:** The Chief of Police shall mail a notice of response by Certified Mail to the Property Owner of the Premises where the Gathering occurred as listed on the Town of Brookline property tax assessment records **and to the Public Way Permittee of the Premises where the Gathering occurred** ~~or as identified in the~~ authorization, permit, license or lease to use or occupy a public way and shall advise the Property Owner **or Public Way Permittee** that the second such response on the same Premises within a one year period, as measured from the date of the first notice, shall result in liability of the Property Owner **or the Public Way Permittee** for all penalties and Response Costs associated with such response as more particularly described in sections 8.29.4 and 8.29.4.1 below. **In its discretion the Chief of Police may determine to not mail a notice of response, or to mail a modified notice of response, to a Public Way Permittee described in the sentence in section 8.29.4, below, that begins with the words PROVIDED, HOWEVER, or in the sentence in section 8.29.4.1, below, that begins with the words PROVIDED, HOWEVER.**
- (b) **Educational Institutions:** The Chief of Police shall send a notice of response to the president/head ~~headmaster~~ or their designee of an educational institution if the persons who are liable in Section 8.29.4 and 8.29.4.1 are students at such educational institution. Such notice shall be sent by mail or other appropriate means.
- (c) **Persons Cited:** The Chief of Police shall send a notice of response to any person who was personally cited at the time of the offense. Such notice shall be sent by mail or other appropriate means to the address stated on the individuals' government issued identification.

## Section 8.29.4

Liability for a First Response to a Gathering  
Constituting a Public Nuisance on a Premises

If the police department or other local officials have responded to a Gathering constituting a Public Nuisance on a Premises, the following persons shall be jointly and severally liable for fines as set forth below, provided that no previous Gathering constituting a Public Nuisance has occurred at the Premises within the previous one year period. Response Costs may also be assessed at the discretion of the Chief of Police. In lieu of issuing a fine(s) a police officer may issue a written warning if the response to the complaint occurs prior to 10:00 p.m.

- (a) The person or persons residing on or otherwise in control of the ~~premises~~ Premises where such Gathering took place whether present or not.
- (b) The person or persons who organized or sponsored such Gathering.
- (c) All persons attending such Gatherings who engage in any activity resulting in the Public Nuisance.

**PROVIDED, HOWEVER, that in the case of a location in or on a public way that a Public Way Permittee has been duly authorized or permitted to use or occupy, if the Public Way Permittee was not serving customers in both such public way location and also its location on private property at the time of the response, then, such Public Way Permittee shall not be subject to liability under (a) of this Section with respect to such public way location; an example thereof being if, at the time of the response, the Public Way Permittee was closed to the public at both its public way and private property locations until its next business day.**

## Section 8.29.4.1 Liability for a Second and Subsequent

## Response to a Gathering Constituting a Public Nuisance

If the police department is required to respond to a Gathering constituting a Public Nuisance on the Premises more than once in any one year period, as measured from the date of the first response, the following persons shall be jointly and severally liable for fines as set forth below. Response Costs may also be assessed.

- (a) The person or persons residing on or otherwise in control of the Premises where such Gathering took place whether present or not.
- (b) The person or persons who organized or sponsored such Gathering.

## 6.A.

- (c) All persons attending such Gatherings who engage in any activity resulting in the Public Nuisance.
- (d) The person, persons or business entity which at the time of the Gathering owned the Premises where the Gathering constituting the Public Nuisance took place, **or the Public Way Permittee authorized or permitted to use or occupy the public way where the Gathering constituting the Public Nuisance took place**, provided that notice of the first and subsequent responses has been mailed to the Property Owner of the Premises as set forth herein **or to the Public Way Permittee of the Premises as set forth herein** and the Gathering occurs at least fourteen (14) days after the mailing of the first such notice. The Property Owner of the Premises shall not be held responsible for any violation and penalties if the Property Owner is actively pursuing Eviction from the Premises of a tenant who controlled, organized, sponsored or attended the Gathering. The one year time period for violations for a Premises shall pertain only to the same residents occupying the Premises who have had the prior violation(s). New residents shall start a new time cycle of one year should they violate the bylaw.

**PROVIDED, HOWEVER, that in the case of a location in or on a public way that a Public Way Permittee has been duly authorized or permitted to use or occupy, if the Public Way Permittee was not serving customers in both such public way location and also its location on private property at the time of the response, then, such Public Way Permittee shall not be subject to liability under (a) or (d) of this Section with respect to such public way location; an example thereof being if, at the time of the response, the Public Way Permittee was closed to the public at both its public way and private property locations until its next business day.**

Section 8.29.5                      Consumption of Alcohol by Underage Persons is Prohibited in Public Place, Place Open to Public, or Place Not Open to Public

Except as permitted by state law, it is unlawful for any underage person to:

- (a) Consume any alcoholic beverage at any public place or any place open to the public; or
- (b) Consume any alcoholic beverage at any place not open to the public.

Section 8.29.6                      Hosting, Permitting, or Allowing a Public Nuisance or Party, Gathering, or Event where Underage Persons Consume Alcoholic Beverages is Prohibited

- (a) It is the duty of any person having control of any Premises who knowingly

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hosts, permits, or allows a Gathering at said Premises to take all reasonable steps to prevent the consumption of alcoholic beverages by any underage person at the Gathering. Reasonable steps include, but are not limited to, controlling access to alcoholic beverages at the Gathering; controlling the quantity of alcoholic beverages present at the Gathering; verifying the age of persons attending the Gathering by inspecting driver's licenses or other government-issued identification cards to ensure that underage persons do not consume alcoholic beverages while at the Gathering; and supervising the activities of underage persons at the Gathering.

- (b) A Gathering constituting a Public Nuisance may be abated by all reasonable means including, but not limited to, an order by the Police requiring the Gathering to be disbanded and citation and/or arrest of any persons under any applicable provision of local or state law.
- (c) It is unlawful for any person having control of any Premises to knowingly host, permit, or allow a Gathering to take place at said Premises where at least one underage person consumes an alcoholic beverage, provided that the person having control of the Premises either knows an underage person has consumed an alcoholic beverage or reasonably should have known that an underage person consumed an alcoholic beverage and the person having control of said Premises failed to take all reasonable steps to prevent the consumption of an alcoholic beverage by an underage person.
- (d) This Section shall not apply to conduct involving the use of alcoholic beverages that occurs exclusively between an underage person and their parent or legal guardian as set forth in G.L. c.138, § 34.
- (e) This Section shall not apply to any Massachusetts Alcoholic Beverages Control Commission licensee at any Premises regulated by the Massachusetts Alcoholic Beverage Control Commission.

### Section 8.29.7

### Enforcement

This bylaw shall be enforced by the noncriminal disposition process of M.G.L. c.40 § 21D. For the purpose of noncriminal enforcement, the enforcing persons shall be any police officer of the Town of Brookline. If enforced pursuant to noncriminal disposition, the following fines shall apply per person cited under sections 8.29.4 and 8.29.4.1:

First response:	\$100
Second and subsequent response(s):	\$300

The Town of Brookline may additionally seek administrative costs and Response Costs associated with enforcement of this bylaw.



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The provisions of this bylaw are enforceable without reference to the Brookline Noise Control Bylaw 8.15 and without reference to the fact that the police officer issuing a citation has not obtained a scientific noise measurement prior to issuing the citation. No such scientific noise measurement is required under this bylaw and the lack of a measurement shall not constitute a defense.

Sections 8.29.5 and 8.29.6 shall not limit the authority of police officers to make arrests for any criminal offense arising out of conduct regulated by Sections 8.29.5 and 8.29.6, nor shall they limit the Town of Brookline or the Commonwealth of Massachusetts' ability to initiate and prosecute any criminal offense arising out of the same circumstances necessitating the application of Sections 8.29.5 and 8.29.6.

### Section 8.29.8

#### Local Authority and Severability

Nothing in this bylaw shall be construed to conflict with anything in MGL Chapter 138 in regard to underage drinking.

No provision of this bylaw shall apply where prohibited or preempted by state or federal law.

If any provision of this bylaw, or the application thereof to any person or circumstances, is declared invalid, that invalidity shall not affect other provisions or applications of this bylaw which can be given effect without the invalid provisions or application, to this end the provisions of this bylaw are severable.

Or act on anything relative thereto.”

### Explanation of the Amendment

The Explanation of the original Article 19 continues to describe the purposes of Article 19.

However, in the definitions provisions of sec. 8.29.2, the original Article 19 compressed the concept of a “commercial or business enterprise authorized or permitted to use or occupy a public way by any Board, Commission, Committee, Department, or other instrumentality of the Town” into the definition of “Property Owner”. The Public Safety Subcommittee of the Advisory Committee felt that it would improve the clarity of Article 19 if the concept of a “commercial or business enterprise authorized or permitted to use or occupy a public way by any Board, Commission, Committee, Department, or other instrumentality of the Town” were separated into its own definition. The Amendment does that by adding to sec. 8.29.2 the new defined term “Public Way Permittee “.

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With an exception mentioned immediately below, all other changes made by this Amendment are to conform the language of the original Article 19 to the new defined term “Public Way Permittee”.

The exception mentioned above was prompted by Acting Chief of Police Morgan, who, on reading the original Article 19, raised the possibility of a permittee of a public way seating area having closed (typically for the night) both the permittee’s public way area and also the permittee’s bricks and mortar facility on private property, and then, without the knowledge of the permittee, passersby use the public way seating area and create a Public Nuisance. The three sentences in the Amendment that contain the words “PROVIDED, HOWEVER,” address the Acting Chief’s concern.

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Submitted by: Michael Zoorob, Lisa Cunningham, Scott Englander, Jesse Gray, Ben Hellerstein, Jonathan Klein

Lead Petitioner: Michael Zoorob, 45 Longwood Avenue APT 803, 615-354-4794;  
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### **MOTION OFFERED BY THE PETITIONERS UNDER WARRANT ARTICLE 23**

To see if the Town will amend the Zoning By-Law to modify residential parking requirements by making the following changes (additions appear underlined; deletions appear as ~~strike-through~~):

1) Amending §6.01 2.a. as follows:

a. In SC, T, F, M, L, or G Districts, when a structure is converted for one or more additional dwelling units and the conversion results in an increased parking requirement, parking requirements for the entire structure shall be provided in accordance with the requirements in §6.02 and §6.05. However, the Board of Appeals by special permit under Article IX may reduce or eliminate ~~waive not more than one-half~~ the minimum number of parking spaces required under §6.02 and §6.05.

2) Add the following language to §6.02, Off-Street Parking Space Regulations, of the Zoning By-Law after paragraph number 1. a, and change all subsequent lettering as appropriate.

b. The Zoning Board of Appeals may reduce or eliminate, by Special Permit under the requirements of Section 9.05, the minimum parking requirements of §6.02, Paragraph 1, TABLE OF OFF-STREET PARKING SPACE REQUIREMENTS for all residential uses, as listed in §4.07 of the Table of Use Regulations numbers 1-8a, except for the handicapped accessible parking spaces required under §6.02 2.h, if the Zoning Board of Appeals finds that the reduction or elimination of minimum parking requirements accomplishes one or more of the following:

- Creation of an additional unit or units than would be allowed under the existing zoning, except for the lack of available parking under current requirements.
- Provision of on-site affordable housing units in excess of those required by Section 4.08 of the Zoning By-Law. Where a project includes both market-rate and affordable units, the parking ratio shall be the same for all units.
- Construction or renovation of the proposed building or use to be fossil-fuel-free when not otherwise required.
- Preservation of a building with historic or architectural significance as determined by the Preservation Commission. Reductions may be denied to any project that involves demolition of an existing structure, whether or not determined to be of historic or architectural significance.
- Preservation of a landmark tree or significant landscaping element as determined by the Town Tree Warden.

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- Provision of significantly more usable and/or landscaped open space than required by the Zoning By-Law
- Providing support to community services or facilities as accepted and approved by the Director of Public Works or Building Commissioner

Or other material counterbalancing amenities as determined appropriate by the Planning Board and Zoning Board of Appeals. Compliance with the Regulations of the Architectural Access Board must be maintained.

3) Removing §6.02 2.e. as follows and re-lettering all the remaining subparagraphs:

~~2.e. For a dwelling unit which is occupied by three or more unrelated persons (including lodgers), the parking requirement for the dwelling unit shall be twice that indicated in the Table of Off-Street Parking Space Requirements in 6.02.~~

4) Amending §6.02 2.i. (re-lettered h. per above) as follows:

ih. Residential uses on any lot for which any portion of the lot is within the Transit Parking Overlay District, notwithstanding the requirements of §3.02 paragraph 4, must provide no fewer off-street parking spaces per dwelling unit than 1 for studio units, 1.4 for one-bedroom units, 2 for two-bedroom units, and 2 for dwelling units of three or more bedrooms, but any new construction, redevelopment, or conversion that is otherwise subject to this subsection and that results in an increase in the number of housing units need not provide more than 0.5 parking spaces per studio unit or 1 parking space for any dwelling unit of 1 or more bedrooms; however, any development in the Transit Parking Overlay District containing at least 15 dwelling units shall provide handicap accessible parking spaces (as described in §6.04g) equal to at least 5% the number of residential units.

or act on anything relative thereto.

## EXPLANATION

This Warrant Article makes several modifications to the zoning by-law relative to parking space quotas for residential uses. First, it lowers the minimum number of required parking spaces for housing in the Transit Parking Overlay District to 1 space for larger dwellings and to 0.5 spaces per studio apartment (TPOD; see Figure 1 at the top of the next page). This reduces the required number of parking spaces for housing near public transit to levels comparable to the 1960s.<sup>1</sup> Second, it allows the Zoning Board of Appeals to reduce the required number of parking spaces for residential uses if the ZBA determines that the diminution in parking spaces is not detrimental to the neighborhood and facilitates the provision of one or more amenities (e.g. greater open space). Third, it eliminates a provision imposing doubled parking requirements for housing occupied by non-related individuals. Fourth, it adds “SC” (single-family, with conversions to two-family) and “T” districts (two-family) to an existing provision in the zoning by-law allowing the Zoning Board of Appeals to reduce (or, as proposed, eliminate) the parking space requirement when an existing building is preserved and converted to allow additional units.<sup>2</sup>

This Article is intended to align Brookline’s parking policies with our stated values around land use, transportation, and climate as affirmed by three resolutions adopted by Town Meeting:

1. 2019 STM Warrant Article 31: Town Meeting resolved to "Align our planning and zoning regulations with our historical streetcar-, biking-, and walking-centric (less automobile-dependent) development pattern."
2. 2020 STM Warrant Article 34: Town Meeting resolved "To Support Brookline’s Zero Emissions goal by developing zoning strategies that maximize Brookline’s public transportation usage and minimize the need for car trips."
3. 2021 ATM Warrant Article 37: Town Meeting declared a "Climate Emergency" calling for "an emergency response at emergency speed" to combat climate change.

At the 2016 STM, Town Meeting created the Transportation Parking Overlay District (TPOD) comprising parcels within half a mile of a Green Line stop. Residential units in the TPOD were given somewhat reduced parking requirements: 1 space per studio, 1.4 spaces per 1-bedroom apartment, and 2 spaces for units with two or more bedrooms (this compares with 2 to 2.3 parking spaces per housing unit elsewhere). At the 2019 STM, Town Meeting removed all required car parking and established parking maximums within the TPOD for most business types.

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<sup>1</sup> Bolon, Craig. Vehicle Parking in Brookline, pages 6-7. “In 1962, the residential parking requirement was changed to 0.8 to 1.0 spaces per dwelling unit in apartment districts (less in the higher density zones).” [www.brooklinema.gov/DocumentCenter/View/2348/2000-Vehicle-Parking-in-Brookline-by-Craig-Bolon?bidId=](http://www.brooklinema.gov/DocumentCenter/View/2348/2000-Vehicle-Parking-in-Brookline-by-Craig-Bolon?bidId=)

<sup>2</sup> Provisions 3 and 4 are largely copied from the 2010 STM’s WA 10 petitioned by Linda Olson Pehlke (TMM-P2).

**FIGURE 1: THE TRANSIT PARKING OVERLAY DISTRICT (SHADED GRAY)**

The TPOD has several high frequency bus routes, numerous bike lanes, and significant walking access to amenities such as grocery stores, restaurants, religious institutions, universities, and jobs. According to the American Community Survey 2013-2018 estimate, about 25% of residents in the TPOD do not own a car and 70% of residents in the TPOD live in households with 1 or fewer cars.<sup>3</sup> About 66% of TPOD residents who work do not commute by car, compared to just 15% nationwide. Yet our current residential parking minimums in the TPOD exceed those in the city of Houston.<sup>4</sup>

<sup>3</sup> These numbers come from the 10 Census Tracts (Norfolk County 4001-4010) falling entirely or primarily within the TPOD. Brookline comprises these 10 Census Tracts in the TPOD and two others (4011 and 4012) in South Brookline, outside of the TPOD, where vehicle ownership and car commuting are more prevalent.

<sup>4</sup> Houston requires 1.66 parking spaces per two-bedroom apartment and has no residential parking minimums in three central neighborhoods. Scherer, Jasper. "Houston may ease parking requirements in parts of EaDo, Midtown." *Houston Chronicle*



## 6.A.

Our current approach to parking neither reflects our Town’s history nor a sustainable future. For most of this Town’s history—from its incorporation as a separate municipality in 1705 until 1941—there was no requirement that housing provide off-street automobile parking.<sup>5</sup> If Brookline started over with today’s parking minimums—the product of increases in 1962, 1977, 1987, and 2000—we would not get our vibrant, walkable neighborhoods like Coolidge Corner and Washington Square because so-many defining residential and mixed-use buildings could no longer be built: they do not have any or enough parking.<sup>6</sup> Our neighborhoods enjoy long, uninterrupted sidewalks, greenspace, and walkable mixed-use commercial districts precisely because they lack the asphalt and driveways required by current zoning. We have the Brookline we love because planning and design substantially predated the dominance of the automobile.

Zoning shapes the future of our Town by molding the construction that will be part of Brookline for the next 100 years. Our Town has committed again and again to climate change mitigation and sustainable living. In November 2019, Town Meeting passed Warrant Article 21 prohibiting the installation of new fossil fuel infrastructure for heating, yet our current parking minimums *require* carbon-intensive infrastructure even in our most transit-rich, walkable, and bikeable neighborhoods (the average car in the US emits 4.6 metric tons of carbon dioxide *per year*, according to the Environmental Protection Association).<sup>7</sup> In the 2019 STM, Town Meeting also passed Article 31, which enshrined our commitment to transportation of people, rather than automobiles, urging that, by 2050, only 25 percent of trips in Brookline would be made by single-occupant or single-passenger cars or trucks. Requiring a parking space for every studio apartment and two parking spaces for every two-bedroom residence in our transit-rich, walkable, and bikeable neighborhoods is not consistent with this goal. Scholarly research suggests that “when cities require parking with residential development, they increase vehicle ownership and use,” and these effects are more pronounced for housing near public transit.<sup>8</sup> There is evidence that the availability of parking directly impacts car ownership and driving; in San Francisco, residents randomly assigned by a housing lottery to a building with off-street parking were twice as likely to own a vehicle as residents assigned to a building without off-street parking.<sup>9</sup>

Eliminating residential parking minimums in the TPOD entirely is not a radical proposition – reducing them in half is only a very modest step. Professional groups, including the American Planning Association and Greater Boston’s Metropolitan Area Planning Council, have advocated for eliminating off-street residential parking minimums, as did the Obama Administration’s

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<sup>5</sup> Bolton, Craig. “Vehicle Parking in Brookline.”

<sup>6</sup> Writing before the most recent increase in parking space quotas, Bolton (2000) noted that “Few buildings from before 1987 have the amounts of parking now considered necessary.”

<sup>7</sup> <https://www.epa.gov/greenvehicles/greenhouse-gas-emissions-typical-passenger-vehicle>

<sup>8</sup> Manville, Michael. 2017. “Bundled parking and vehicle ownership: Evidence from the American Housing Survey.” *The Journal of Transport and Land Use*, 10(1), 27-55.

<sup>9</sup> Millard-Ball, A., West, J., Rezaei, N. and Desai, G., 2021. What do residential lotteries show us about transportation choices? *Urban Studies*, p.0042098021995139.

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Housing Development Toolkit.<sup>10</sup> This policy does not eliminate existing parking spaces, nor does it ban the construction of new parking spaces; it only reduces the rigid requirements that new housing development include very high quantities of private car parking, and only does so in areas of Brookline with particularly good options for travel via means other than private cars, and where many existing housing developments predate and do not conform with current car parking requirements. The primary impact of this policy is that new housing has less parking. In 2012, Seattle eliminated required parking in some neighborhoods near transit; housing built over the next 5 years in the impacted neighborhoods included about 40% fewer parking spaces than the city had previously required, saving about \$537 million in construction costs.<sup>11</sup>

Municipalities around the country have eliminated their parking minimums, both near public transit and citywide. Sacramento, San Diego, Atlanta, and Somerville have all eliminated parking minimums near public transit; the latter two having also imposed *parking maximums* within 0.5 miles of public transit. The city of Houston, which has no residential parking minimums in three of its more walkable neighborhoods, calls this policy “market-based parking.”<sup>12</sup> Other municipalities—including Berkeley, Buffalo, Hartford, Minneapolis, St. Paul, and San Francisco—have no parking minimums anywhere at all (many smaller towns, like South Burlington, Vermont, also do not have parking space quotas for housing). While Brookline has been a leader on many issues related to climate change, on this one we are very much playing catch-up. This Warrant Article does not take the stronger stances of cities like San Francisco or Buffalo, which have no parking minimums anywhere. It does not take the medium stance of places like Somerville, which have eliminated parking requirements near transit. Instead, it takes the very small step of cutting the parking requirements for new housing within 0.5 miles of public transit to their 1960s levels and allowing the ZBA discretion to reduce parking further.

Our current parking minimums fail to reflect the diversity of parking needs within the TPOD, imposing a “one-size fits all” on parking. In the TPOD, about 66% of Brookline residents who work commute without a car (via mass-transit, walking, cycling, etc.) and 25% of households do not have a car, according to the American Community Survey 2013-2018 estimates. In two north Brookline Census Tracts (4001 and 4002), 37% and 35% of households, respectively, do not own a car; and among renters, these numbers are even higher: 58.2% and 66.1%. But even in these areas, and even for rental housing, our zoning requires all housing to be equipped with car parking infrastructure. Empowered by state law to obtain exceptions to local zoning regulations,

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<sup>10</sup>Spivak Jeffrey. 2018. “People Over Parking.” American Planning Association.

<https://www.planning.org/planning/2018/oct/peopleoverparking> MAPC. 2019. “Metro Boston Perfect Fit Parking Initiative.” <https://perfectfitparking.mapc.org/assets/documents/Final%20Perfect%20Fit%20Report.pdf> “Housing Development Toolkit.” September 2016.

[https://www.whitehouse.gov/sites/whitehouse.gov/files/images/Housing\\_Development\\_Toolkit%20f.2.pdf](https://www.whitehouse.gov/sites/whitehouse.gov/files/images/Housing_Development_Toolkit%20f.2.pdf)

<sup>11</sup> Gabbe, CJ, Gregory Pierce, and Gordon Clowers. 2020. “Parking policy: The effects of residential minimum parking requirements in Seattle.” *Land Use Policy*, 91.

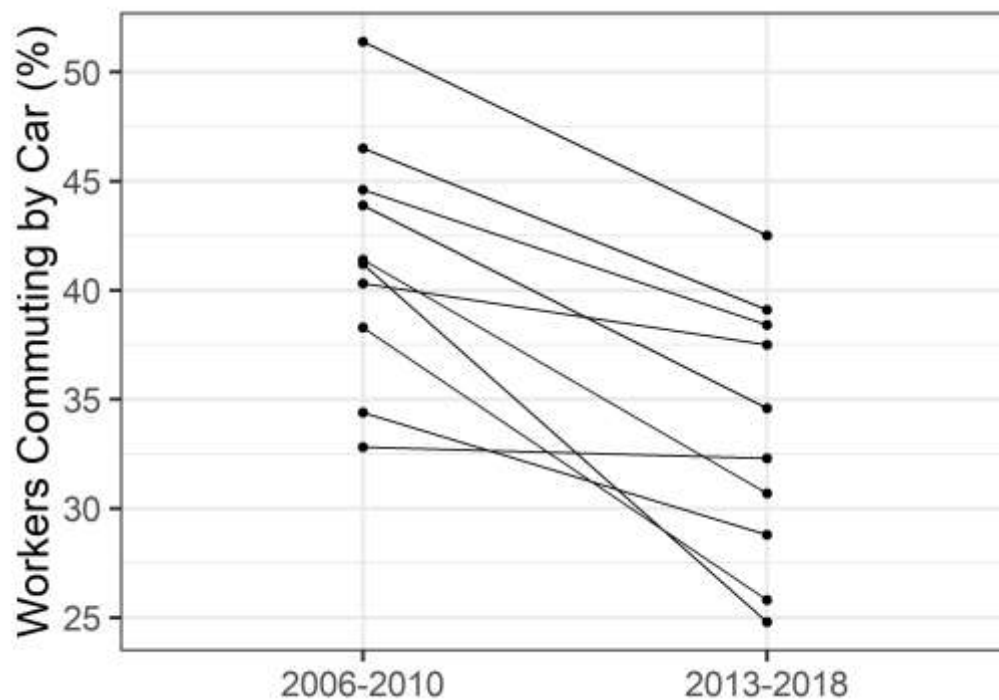
<sup>12</sup> Scherer, Jasper. “Houston lifts minimum parking requirements in EaDo, Midtown.” *Houston Chronicle*

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many 40B developers build much less than the required parking in the TPOD. At 45 Marion St, a Coolidge Corner development completed in 2014, 64 residential units were built with just 21 parking spaces. At 217 Kent St, a planned 40B includes 112 residential units and just 39 parking spaces. Our zoning near public transit creates more asphalt, traffic congestion, and fossil fuel infrastructure than the market demands. As Harvard economics professor Edward Glaeser writes, “Reducing (or eliminating) minimum parking requirements is one of those unusual cases where the ardent environmentalist and the libertarian economist see eye-to-eye.”<sup>13</sup>

Despite our high parking minimums, the number of cars registered in Brookline has declined in recent years, according to the tax receipts from the Town Assessor’s Office. In FY2014, there were 36,381 vehicles registered in Brookline; by FY2020, despite several new housing developments, the number of vehicles had declined to 32,926.<sup>14</sup> The data do not bear out concerns of a residential parking crisis. Survey data from the American Community Survey further demonstrate declining automobile needs in the TPOD. In each of the 10 Census Tracts comprising the TPOD, the share of workers commuting by car, van, or truck declined between the 2010 5-year survey and the 2018 survey, as shown in Figure 2.

**FIGURE 2: DECLINING VEHICLE USAGE IN TPOD CENSUS TRACTS**



Data Source: American Community Survey 5-year estimates

<sup>13</sup> Glaeser, Edward. 2013. “Don’t require more spaces; price curbside ones properly.” *Boston Globe*

<sup>14</sup> Brookline Assessor’s Office. “MVE Bill Count.” [stories.opengov.com/brooklinema/published/Z-j8f17VD](https://stories.opengov.com/brooklinema/published/Z-j8f17VD)

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In addition to the negative impacts of parking quotas on the environment, requiring parking also makes housing less affordable. A January 2020 report to Brookline’s Housing Advisory Board from Pam McKinney, a consultant contracted by the Town to examine housing production costs, states that building one above-ground garage parking space costs \$35,000, while one underground parking space costs \$100,000. Consequently, current requirements—1.4 parking spaces for 1-bedroom apartments and 2 parking spaces for 2-bedroom apartments in the TPOD—substantially inflate the price of housing. According to the Victoria Transport Policy Institute, one parking space increases the cost of housing by 12.5% and two parking spaces increases the cost of housing by about 25%.<sup>15</sup> In Minneapolis and Miami, reductions in parking minimums have spurred the growth of relatively affordable apartment buildings with limited parking, according to media reports in both cities.<sup>16</sup> Given the increasing unaffordability of housing in Brookline, it makes little sense for our zoning to preclude the construction of less expensive housing options.

Ultimately, this Warrant Article is about creating some additional flexibility to build housing responsive to people with different automobile needs. It neither removes existing parking nor prohibits new parking from being built. In the TPOD, many residents do not own a car, and a growing majority of residents do not commute to work by car. Requiring all new construction to include very high and arbitrary amounts of parking neither reflects our Town’s history as a streetcar suburb nor its future as an environmentally sustainable community.

**TABLE 1: SAMPLING OF CITIES WITH NO PARKING MINIMUMS**

City	Parking Policy	Maximums	Date
Buffalo, NY	No minimums citywide		1/13/2017
Hartford, CT	No minimums citywide		12/13/2017
South Burlington, VT	No minimums citywide		10/15/2019
Minneapolis, MN	No minimums citywide		12/12/2018
San Francisco, CA	No minimums citywide		12/17/2018
Sacramento, CA	No minimums citywide		01/20/2021
Berkeley, CA	No minimums citywide		01/29/2021
Minneapolis, MN	No minimums citywide		05/14/2021
St Paul, MN	No minimums citywide		08/19/2021
Houston, TX	No minimums certain neighborhoods		07/19/2019
San Diego, CA	No minimums near transit (<0.5 miles)		03/6/2019
Atlanta, GA	No minimums near transit (<0.5 miles)	Yes	11/2/2019
Somerville, MA	No minimums near transit (<0.5 miles)	Yes	12/16/2019

<sup>15</sup> Littman, Todd. 2019. “Parking Requirement Impacts on Housing Affordability.” Victoria Transport Policy Institute.

<sup>16</sup> Schmitt, Angie. “How Parking Mandates Tilt the Market Toward ‘Luxury’ Housing.” <https://usa.streetsblog.org/2018/02/01/how-parking-mandates-tilt-the-market-toward-luxury-housing/> San Juan, Rebecca. 2020. “Small-scale urban developments starting to sprout. Thank a change in the parking code.” *Miami Herald*. <https://www.miamiherald.com/news/business/real-estate-news/article238937913.html>

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### Explanation for Quantum of Vote Required

Chapter 358 of the Acts of 2020 amended Chapter 40A Section 6 to allow certain housing-supportive zoning amendments to be adopted “by a vote of a simple majority of Town Meeting” rather than the 2/3 vote required of other zoning amendments. The Attorney General has characterized this “Housing Choice” legislation as being intended to make it easier for municipalities to approve “housing-supportive” zoning amendments (see the September 1, 2021 decision approving amendments to the frontage and lot-size requirements in certain parcels in Hull passed with a simple majority of Town Meeting).

WA23 as amended qualifies for a simple majority vote as each of the four amendments contained therein qualifies for a simple majority vote as explained below.

#### **Items 1 and 2: Allowing residential parking space requirement reductions by special permit**

Items 1 and 2 of WA23 as amended reduce the residential parking requirements by special permit. Item 1 allows the Zoning Board of Appeals to reduce the residential parking requirement for a particular project by up to 100% by special permit when a building is converted to create additional housing units. Item 2 allows the Zoning Board of Appeals to reduce the residential parking requirement by up to 100% for a particular project if doing so facilitates certain objectives listed in the Warrant Article.

Passage of each of these amendments by majority vote, instead of 2/3 vote, is authorized by Section 5(2)(d), which permits “an amendment to a zoning ordinance or by-law to allow by special permit... a diminution in the amount of parking required for residential or mixed-use development pursuant to section 9” to pass with a simple majority. Each of these amendments qualify as they allow a diminution in the amount of parking required for certain residential or mixed-use developments by special permit.

#### **Items 3 and 4: Reducing the residential parking space requirement**

Items 3 and 4 of WA23 reduce the residential parking requirements by-right for certain parcels. Item 3 eliminates a 100% increased parking requirement for housing occupied by 3 or more unrelated persons. Item 4 reduces the residential parking requirement for dwellings which fall within the Transit Parking Overlay District (from 1 space to 0.5 spaces per studio, from 1.4 spaces to 1 space per 1-bedroom, and from 2 spaces to 1 space for 2 or more-bedroom dwelling units).

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Passage of each of these amendments by majority vote, instead of 2/3 vote, is authorized by Section 5(3)(b), which allows zoning amendments that “modify regulations concerning ... parking ... requirements to allow for additional housing units beyond what would otherwise be permitted under the existing zoning ordinance or by-law” to be adopted by a simple majority vote of town meeting.

Each of these amendments clearly modifies a regulation concerning parking requirements. The remaining criterion that needs to be satisfied for a simple majority vote is that the modification “allow[s] for additional housing units beyond what would otherwise be permitted under the existing zoning...” This criterion is satisfied as a substantial nexus exists between zoning amendments which reduce residential parking minimums and allowing for additional housing units. Brookline’s 2005 Comprehensive Plan directly links off-street parking requirements to “developments with fewer, larger” housing units and to making “the addition of housing... all but impossible” above existing retail, citing the additional constraints imposed by the residential parking requirement on housing development by using up scarce developable land and increasing the cost of building housing units (page 59). Similarly, Brookline’s 2016 Housing Production Plan noted that “not surprisingly” residential parking requirements are “a barrier” to producing new housing units (page 50). On page 86, the Housing Production Plan found that “Brookline needs to update its zoning by-laws to respond to the housing needs and demands of today by reducing parking restrictions... In Brookline, off-street parking regulations create a significant barrier to [housing] development.” Hence, recent planning studies have found that reducing the residential parking requirement will allow for the creation of additional housing units.

In a September 1, 2021 decision, the Attorney General deemed Article 16, a zoning change in the Town of Hull that modified regulations to lot size and frontage requirements in a single family district, eligible for a simple majority vote.<sup>17</sup> Citing Section 5(3)(b), the AGO determined that “The amendments adopted under Article 16 so qualify [for a simple majority threshold] because they reduce the minimum lot size and frontage requirements for the parcels that were re-zoned.” Similarly, Warrant Article 23 proposes to reduce the parking requirement for parcels within a designated zone. Because the required parking spaces per housing unit limit the number of housing units that can be build within a given allowable lot size and floor area, reducing the required parking spaces per housing unit is a housing-supportive amendment eligible to be adopted by a simple majority vote.

Though we do not believe it is legally necessary for the simple majority vote, we have restricted the scope of the reduced parking requirement in Item 4 (parking requirements in the Transportation Parking Overlay District) to those developments which result in an crease in the

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<sup>17</sup> The amendment modified both lot size and street frontage requirements (from 75 to 60 feet) in a designated area. That the combined amendment qualified for a simple majority threshold implies that the lot size and frontage requirement separately qualified for a simple majority threshold.



## 6.A.

number of housing units. We did this at the instruction of the Town Moderator and Town Counsel, who opined that reducing the residential parking requirement lacked a sufficient nexus to the creation of additional housing units. We hope that, given the opportunity, the Attorney General will determine whether this language is necessary in order an amendment that reduces the residential parking requirement to qualify for a simple majority voting threshold. If it is deemed not necessary, we hope to bring forward a technical fix removing this language to the next Town Meeting.

## 6.A.

Submitted by: Michael Zoorob, Lisa Cunningham, Scott Englander, Jesse Gray, Ben Hellerstein, Jonathan Klein

Lead Petitioner: Michael Zoorob, 45 Longwood Avenue APT 803, 615-354-4794;  
mzoorob@g.harvard.edu

### **WA 23 AS AMENDED BY PETITIONERS**

To see if the Town will amend the Zoning By-Law to modify residential parking requirements by making the following changes (additions appear underlined; deletions appear as ~~strike-through~~):

1) Amending §6.01 2.a. as follows:

a. In SC, T, F, M, L, or G Districts, when a structure is converted for one or more additional dwelling units and the conversion results in an increased parking requirement, parking requirements for the entire structure shall be provided in accordance with the requirements in §6.02 and §6.05. However, the Board of Appeals by special permit under Article IX may reduce or eliminate ~~waive not more than one-half~~ the minimum number of parking spaces required under §6.02 and §6.05.

2) Add the following language to §6.02, Off-Street Parking Space Regulations, of the Zoning By-Law after paragraph number 1. a, and change all subsequent lettering as appropriate.

b. The Zoning Board of Appeals may reduce or eliminate, by Special Permit under the requirements of Section 9.05, the minimum parking requirements of §6.02, Paragraph 1, TABLE OF OFF-STREET PARKING SPACE REQUIREMENTS for all residential uses, as listed in §4.07 of the Table of Use Regulations numbers 1-8a, except for the handicapped accessible parking spaces required under §6.02 2.h, if the Zoning Board of Appeals finds that the reduction or elimination of minimum parking requirements helps to facilitate one or more of the following:

- Creation of an additional unit or units that would be allowed under the existing zoning, except for the lack of available parking under current requirements.
- Provision of on-site affordable housing units in excess of those required by Section 4.08 of the Zoning By-Law. Where a project includes both market-rate and affordable units, the parking ratio shall be the same for all units.
- Construction or renovation of the proposed building or use to be fossil-fuel-free.
- Preservation of a building with historic or architectural significance as determined by the Preservation Commission. Reductions may be denied to any project that involves demolition of an existing structure, whether or not determined to be of historic or architectural significance.
- Preservation of a landmark tree or significant landscaping element as determined by the Town Tree Warden.
- Provision of significantly more usable and/or landscaped open space than required by the Zoning By-Law

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- Providing support to community services or facilities as accepted and approved by the Director of Public Works or Building Commissioner

Or other counterbalancing amenities as determined appropriate by the Planning Board and Zoning Board of Appeals. Compliance with the Regulations of the Architectural Access Board must be maintained.

3) Removing §6.02 2.e. as follows and re-lettering all the remaining subparagraphs:

~~2.e. For a dwelling unit which is occupied by three or more unrelated persons (including lodgers), the parking requirement for the dwelling unit shall be twice that indicated in the Table of Off Street Parking Space Requirements in 6.02.~~

4) Amending §6.02 2.i. (re-lettered h. per above) as follows:

~~ih.~~ Residential uses on any lot for which any portion of the lot is within the Transit Parking Overlay District, notwithstanding the requirements of §3.02 paragraph 4, must provide no fewer off-street parking spaces per dwelling unit than ~~1~~ 0.5 for studio units, ~~1.4~~ 1 for one-bedroom units, ~~2~~ 1 for two-bedroom units, and ~~2~~ 1 for dwelling units of three or more bedrooms. Any development in the Transit Parking Overlay District containing at least 15 dwelling units shall provide handicap accessible parking spaces (as described in §6.04g) equal to at least 5% the number of residential units.

or act on anything relative thereto.

## EXPLANATION

This Warrant Article makes several modifications to the zoning by-law relative to parking space quotas for residential uses. First, it lowers the minimum number of required parking spaces for housing in the Transit Parking Overlay District to 1 space for larger dwellings and to 0.5 spaces per studio apartment (TPOD; see Figure 1 at the top of the next page). This reduces the required number of parking spaces for housing near public transit to levels comparable to the 1960s.<sup>1</sup> Second, it allows the Zoning Board of Appeals to reduce the required number of parking spaces for residential uses if the ZBA determines that the diminution in parking spaces is not detrimental to the neighborhood and facilitates the provision of one or more amenities (e.g. greater open space). Third, it eliminates a provision imposing doubled parking requirements for housing occupied by non-related individuals. Fourth, it adds “SC” (single-family, with conversions to two-family) and “T” districts (two-family) to an existing provision in the zoning by-law allowing the Zoning Board of Appeals to reduce (or, as proposed, eliminate) the parking space requirement when an existing building is preserved and converted to allow additional units.<sup>2</sup>

This Article is intended to align Brookline’s parking policies with our stated values around land use, transportation, and climate as affirmed by three resolutions adopted by Town Meeting:

1. 2019 STM Warrant Article 31: Town Meeting resolved to "Align our planning and zoning regulations with our historical streetcar-, biking-, and walking-centric (less automobile-dependent) development pattern."
2. 2020 STM Warrant Article 34: Town Meeting resolved "To Support Brookline’s Zero Emissions goal by developing zoning strategies that maximize Brookline’s public transportation usage and minimize the need for car trips."
3. 2021 ATM Warrant Article 37: Town Meeting declared a "Climate Emergency" calling for "an emergency response at emergency speed" to combat climate change.

At the 2016 STM, Town Meeting created the Transportation Parking Overlay District (TPOD) comprising parcels within half a mile of a Green Line stop. Residential units in the TPOD were given somewhat reduced parking requirements: 1 space per studio, 1.4 spaces per 1-bedroom apartment, and 2 spaces for units with two or more bedrooms (this compares with 2 to 2.3 parking spaces per housing unit elsewhere). At the 2019 STM, Town Meeting removed all required car parking and established parking maximums within the TPOD for most business types.

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<sup>1</sup> Bolon, Craig. Vehicle Parking in Brookline, pages 6-7. “In 1962, the residential parking requirement was changed to 0.8 to 1.0 spaces per dwelling unit in apartment districts (less in the higher density zones).”

[www.brooklinema.gov/DocumentCenter/View/2348/2000-Vehicle-Parking-in-Brookline-by-Craig-Bolon?bidId=](http://www.brooklinema.gov/DocumentCenter/View/2348/2000-Vehicle-Parking-in-Brookline-by-Craig-Bolon?bidId=)

<sup>2</sup> Provisions 3 and 4 are largely copied from the 2010 STM’s WA 10 petitioned by Linda Olson Pehlke (TMM-P2).

**FIGURE 1: THE TRANSIT PARKING OVERLAY DISTRICT (SHADED GRAY)**

The TPOD has several high frequency bus routes, numerous bike lanes, and significant walking access to amenities such as grocery stores, restaurants, religious institutions, universities, and jobs. According to the American Community Survey 2013-2018 estimate, about 25% of residents in the TPOD do not own a car and 70% of residents in the TPOD live in households with 1 or fewer cars.<sup>3</sup> About 66% of TPOD residents who work do not commute by car, compared to just 15% nationwide. Yet our current residential parking minimums in the TPOD exceed those in the city of Houston.<sup>4</sup>

Our current approach to parking neither reflects our Town's history nor a sustainable future. For most of this Town's history—from its incorporation as a separate municipality in 1705 until

<sup>3</sup> These numbers come from the 10 Census Tracts (Norfolk County 4001-4010) falling entirely or primarily within the TPOD. Brookline comprises these 10 Census Tracts in the TPOD and two others (4011 and 4012) in South Brookline, outside of the TPOD, where vehicle ownership and car commuting are more prevalent.

<sup>4</sup> Houston requires 1.66 parking spaces per two-bedroom apartment and has no residential parking minimums in three central neighborhoods. Scherer, Jasper. "Houston may ease parking requirements in parts of EaDo, Midtown." *Houston Chronicle*

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1941—there was no requirement that housing provide off-street automobile parking.<sup>5</sup> If Brookline started over with today’s parking minimums—the product of increases in 1962, 1977, 1987, and 2000—we would not get our vibrant, walkable neighborhoods like Coolidge Corner and Washington Square because so-many defining residential and mixed-use buildings could no longer be built: they do not have any or enough parking.<sup>6</sup> Our neighborhoods enjoy long, uninterrupted sidewalks, greenspace, and walkable mixed-use commercial districts precisely because they lack the asphalt and driveways required by current zoning. We have the Brookline we love because planning and design substantially predated the dominance of the automobile.

Zoning shapes the future of our Town by molding the construction that will be part of Brookline for the next 100 years. Our Town has committed again and again to climate change mitigation and sustainable living. In November 2019, Town Meeting passed Warrant Article 21 prohibiting the installation of new fossil fuel infrastructure for heating, yet our current parking minimums *require* carbon-intensive infrastructure even in our most transit-rich, walkable, and bikeable neighborhoods (the average car in the US emits 4.6 metric tons of carbon dioxide *per year*, according to the Environmental Protection Association).<sup>7</sup> In the 2019 STM, Town Meeting also passed Article 31, which enshrined our commitment to transportation of people, rather than automobiles, urging that, by 2050, only 25 percent of trips in Brookline would be made by single-occupant or single-passenger cars or trucks. Requiring a parking space for every studio apartment and two parking spaces for every two-bedroom residence in our transit-rich, walkable, and bikeable neighborhoods is not consistent with this goal. Scholarly research suggests that “when cities require parking with residential development, they increase vehicle ownership and use,” and these effects are more pronounced for housing near public transit.<sup>8</sup> There is evidence that the availability of parking directly impacts car ownership and driving; in San Francisco, residents randomly assigned by a housing lottery to a building with off-street parking were twice as likely to own a vehicle as residents assigned to a building without off-street parking.<sup>9</sup>

Eliminating residential parking minimums in the TPOD entirely is not a radical proposition – reducing them in half is only a very modest step. Professional groups, including the American Planning Association and Greater Boston’s Metropolitan Area Planning Council, have advocated for eliminating off-street residential parking minimums, as did the Obama Administration’s Housing Development Toolkit.<sup>10</sup> This policy does not eliminate existing parking spaces, nor does

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<sup>5</sup> Bolton, Craig. “Vehicle Parking in Brookline.”

<sup>6</sup> Writing before the most recent increase in parking space quotas, Bolton (2000) noted that “Few buildings from before 1987 have the amounts of parking now considered necessary.”

<sup>7</sup> <https://www.epa.gov/greenvehicles/greenhouse-gas-emissions-typical-passenger-vehicle>

<sup>8</sup> Manville, Michael. 2017. “Bundled parking and vehicle ownership: Evidence from the American Housing Survey.” *The Journal of Transport and Land Use*, 10(1), 27-55.

<sup>9</sup> Millard-Ball, A., West, J., Rezaei, N. and Desai, G., 2021. What do residential lotteries show us about transportation choices? *Urban Studies*, p.0042098021995139.

<sup>10</sup>Spivak Jeffrey. 2018. “People Over Parking.” American Planning Association.

<https://www.planning.org/planning/2018/oct/peopleoverparking> MAPC. 2019. “Metro Boston Perfect Fit Parking



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it ban the construction of new parking spaces; it only reduces the rigid requirements that new housing development include very high quantities of private car parking, and only does so in areas of Brookline with particularly good options for travel via means other than private cars, and where many existing housing developments predate and do not conform with current car parking requirements. The primary impact of this policy is that new housing has less parking. In 2012, Seattle eliminated required parking in some neighborhoods near transit; housing built over the next 5 years in the impacted neighborhoods included about 40% fewer parking spaces than the city had previously required, saving about \$537 million in construction costs.<sup>11</sup>

Municipalities around the country have eliminated their parking minimums, both near public transit and citywide. Sacramento, San Diego, Atlanta, and Somerville have all eliminated parking minimums near public transit; the latter two having also imposed *parking maximums* within 0.5 miles of public transit. The city of Houston, which has no residential parking minimums in three of its more walkable neighborhoods, calls this policy “market-based parking.”<sup>12</sup> Other municipalities—including Berkeley, Buffalo, Hartford, Minneapolis, St. Paul, and San Francisco—have no parking minimums anywhere at all (many smaller towns, like South Burlington, Vermont, also do not have parking space quotas for housing). While Brookline has been a leader on many issues related to climate change, on this one we are very much playing catch-up. This Warrant Article does not take the stronger stances of cities like San Francisco or Buffalo, which have no parking minimums anywhere. It does not take the medium stance of places like Somerville, which have eliminated parking requirements near transit. Instead, it takes the very small step of cutting the parking requirements for new housing within 0.5 miles of public transit to their 1960s levels and allowing the ZBA discretion to reduce parking further.

Our current parking minimums fail to reflect the diversity of parking needs within the TPOD, imposing a “one-size fits all” on parking. In the TPOD, about 66% of Brookline residents who work commute without a car (via mass-transit, walking, cycling, etc.) and 25% of households do not have a car, according to the American Community Survey 2013-2018 estimates. In two north Brookline Census Tracts (4001 and 4002), 37% and 35% of households, respectively, do not own a car; and among renters, these numbers are even higher: 58.2% and 66.1%. But even in these areas, and even for rental housing, our zoning requires all housing to be equipped with car parking infrastructure. Empowered by state law to obtain exceptions to local zoning regulations, many 40B developers build much less than the required parking in the TPOD. At 45 Marion St, a Coolidge Corner development completed in 2014, 64 residential units were built with just 21 parking spaces. At 217 Kent St, a planned 40B includes 112 residential units and just 39 parking

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Initiative.” <https://perfectfitparking.mapc.org/assets/documents/Final%20Perfect%20Fit%20Report.pdf> “Housing Development Toolkit.” September 2016.

[https://www.whitehouse.gov/sites/whitehouse.gov/files/images/Housing\\_Development\\_Toolkit%20f.2.pdf](https://www.whitehouse.gov/sites/whitehouse.gov/files/images/Housing_Development_Toolkit%20f.2.pdf)

<sup>11</sup> Gabbe, CJ, Gregory Pierce, and Gordon Clowers. 2020. “Parking policy: The effects of residential minimum parking requirements in Seattle.” *Land Use Policy*, 91.

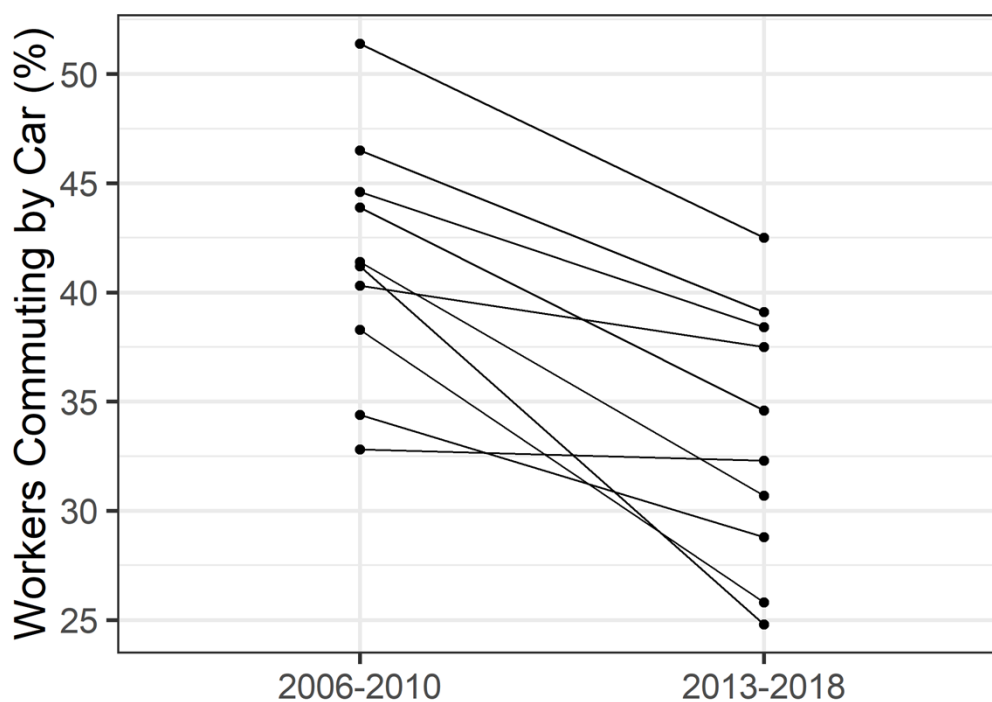
<sup>12</sup> Scherer, Jasper. “Houston lifts minimum parking requirements in EaDo, Midtown.” *Houston Chronicle*

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spaces. Our zoning near public transit creates more asphalt, traffic congestion, and fossil fuel infrastructure than the market demands. As Harvard economics professor Edward Glaeser writes, “Reducing (or eliminating) minimum parking requirements is one of those unusual cases where the ardent environmentalist and the libertarian economist see eye-to-eye.”<sup>13</sup>

Despite our high parking minimums, the number of cars registered in Brookline has declined in recent years, according to the tax receipts from the Town Assessor’s Office. In FY2014, there were 36,381 vehicles registered in Brookline; by FY2020, despite several new housing developments, the number of vehicles had declined to 32,926.<sup>14</sup> The data do not bear out concerns of a residential parking crisis. Survey data from the American Community Survey further demonstrate declining automobile needs in the TPOD. In each of the 10 Census Tracts comprising the TPOD, the share of workers commuting by car, van, or truck declined between the 2010 5-year survey and the 2018 survey, as shown in Figure 2.

**FIGURE 2: DECLINING VEHICLE USAGE IN TPOD CENSUS TRACTS**



Data Source: American Community Survey 5-year estimates

In addition to the negative impacts of parking quotas on the environment, requiring parking also makes housing less affordable. A January 2020 report to Brookline’s Housing Advisory Board from Pam McKinney, a consultant contracted by the Town to examine housing production costs, states that building one above-ground garage parking space costs \$35,000, while one

<sup>13</sup> Glaeser, Edward. 2013. “Don’t require more spaces; price curbside ones properly.” *Boston Globe*

<sup>14</sup> Brookline Assessor’s Office. “MVE Bill Count.” [stories.opengov.com/brooklinema/published/Z-j8f17VD](https://stories.opengov.com/brooklinema/published/Z-j8f17VD)

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underground parking space costs \$100,000. Consequently, current requirements—1.4 parking spaces for 1-bedroom apartments and 2 parking spaces for 2-bedroom apartments in the TPOD—substantially inflate the price of housing. According to the Victoria Transport Policy Institute, one parking space increases the cost of housing by 12.5% and two parking spaces increases the cost of housing by about 25%.<sup>15</sup> In Minneapolis and Miami, reductions in parking minimums have spurred the growth of relatively affordable apartment buildings with limited parking, according to media reports in both cities.<sup>16</sup> Given the increasing unaffordability of housing in Brookline, it makes little sense for our zoning to preclude the construction of less expensive housing options.

Ultimately, this Warrant Article is about creating some additional flexibility to build housing responsive to people with different automobile needs. It neither removes existing parking nor prohibits new parking from being built. In the TPOD, many residents do not own a car, and a growing majority of residents do not commute to work by car. Requiring all new construction to include very high and arbitrary amounts of parking neither reflects our Town’s history as a streetcar suburb nor its future as an environmentally sustainable community.

**TABLE 1: SAMPLING OF CITIES WITH NO PARKING MINIMUMS**

City	Parking Policy	Maximums	Date
Buffalo, NY	No minimums citywide		1/13/2017
Hartford, CT	No minimums citywide		12/13/2017
South Burlington, VT	No minimums citywide		10/15/2019
Minneapolis, MN	No minimums citywide		12/12/2018
San Francisco, CA	No minimums citywide		12/17/2018
Sacramento, CA	No minimums citywide		01/20/2021
Berkeley, CA	No minimums citywide		01/29/2021
Minneapolis, MN	No minimums citywide		05/14/2021
St Paul, MN	No minimums citywide		08/19/2021
Houston, TX	No minimums certain neighborhoods		07/19/2019
San Diego, CA	No minimums near transit (<0.5 miles)		03/6/2019
Atlanta, GA	No minimums near transit (<0.5 miles)	Yes	11/2/2019
Somerville, MA	No minimums near transit (<0.5 miles)	Yes	12/16/2019

### Explanation for Quantum of Vote Required

Chapter 358 of the Acts of 2020 amended Chapter 40A Section 6 to allow certain housing-supportive zoning amendments to be adopted “by a vote of a simple majority of Town Meeting”

<sup>15</sup> Littman, Todd. 2019. “Parking Requirement Impacts on Housing Affordability.” Victoria Transport Policy Institute.

<sup>16</sup> Schmitt, Angie. “How Parking Mandates Tilt the Market Toward ‘Luxury’ Housing.” <https://usa.streetsblog.org/2018/02/01/how-parking-mandates-tilt-the-market-toward-luxury-housing/> San Juan, Rebecca. 2020. “Small-scale urban developments starting to sprout. Thank a change in the parking code.” *Miami Herald*. <https://www.miamiherald.com/news/business/real-estate-news/article238937913.html>

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rather than the 2/3 vote required of other zoning amendments. The Attorney General has characterized this “Housing Choice” legislation as being intended to make it easier for municipalities to approve “housing-supportive” zoning amendments (see the September 1, 2021 decision approving amendments to the frontage and lot-size requirements in certain parcels in Hull passed with a simple majority of Town Meeting).

WA23 as amended qualifies for a simple majority vote as each of the four amendments contained therein qualifies for a simple majority vote as explained below.

### **Items 1 and 2: Allowing residential parking space requirement reductions by special permit**

Items 1 and 2 of WA23 as amended reduce the residential parking requirements by special permit. Item 1 allows the Zoning Board of Appeals to reduce the residential parking requirement for a particular project by up to 100% by special permit when a building is converted to create additional housing units. Item 2 allows the Zoning Board of Appeals to reduce the residential parking requirement by up to 100% for a particular project if doing so facilitates certain objectives listed in the Warrant Article.

Passage of each of these amendments by majority vote, instead of 2/3 vote, is authorized by Section 5(2)(d), which permits “an amendment to a zoning ordinance or by-law to allow by special permit... a diminution in the amount of parking required for residential or mixed-use development pursuant to section 9” to pass with a simple majority. Each of these amendments qualify as they allow a diminution in the amount of parking required for certain residential or mixed-use developments by special permit.

### **Items 3 and 4: Reducing the residential parking space requirement**

Items 3 and 4 of WA23 reduce the residential parking requirements by-right for certain parcels. Item 3 eliminates a 100% increased parking requirement for housing occupied by 3 or more unrelated persons. Item 4 reduces the residential parking requirement for dwellings which fall within the Transit Parking Overlay District (from 1 space to 0.5 spaces per studio, from 1.4 spaces to 1 space per 1-bedroom, and from 2 spaces to 1 space for 2 or more-bedroom dwelling units).

Passage of each of these amendments by majority vote, instead of 2/3 vote, is authorized by Section 5(3)(b), which allows zoning amendments that “modify regulations concerning ... parking ... requirements to allow for additional housing units beyond what would otherwise be permitted under the existing zoning ordinance or by-law” to be adopted by a vote of a simple majority of a town meeting.

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Each of these amendments clearly modifies a regulation concerning parking requirements. The remaining criterion that needs to be satisfied for a simple majority vote is that the modification “allow[s] for additional housing units beyond what would otherwise be permitted under the existing zoning...” This criterion is satisfied as a substantial nexus exists between zoning amendments which reduce residential parking minimums and allowing for additional housing units. Brookline’s 2005 Comprehensive Plan directly links off-street parking requirements to “developments with fewer, larger” housing units and to making “the addition of housing... all but impossible” above existing retail, citing the additional constraints imposed by the residential parking requirement on housing development by using up scarce developable land and increasing the cost of building housing units (page 59).

Similarly, Brookline’s 2016 Housing Production Plan noted that “not surprisingly” residential parking requirements are “a barrier” to producing new housing units (page 50). On page 86, the Housing Production Plan found that “Brookline needs to update its zoning by-laws to respond to the housing needs and demands of today by reducing parking restrictions... In Brookline, off-street parking regulations create a significant barrier to [housing] development.” Hence, reducing the residential parking required in Brookline will allow for the creation of additional housing units, according to recent planning studies adopted by the Town of Brookline.

In a September 1, 2021 decision, the Attorney General deemed Article 16, a zoning change in the Town of Hull that modified regulations to lot size and frontage requirements in a single family district, eligible for a simple majority vote.<sup>17</sup> Citing Section 5(3)(b), the AGO determined that “The amendments adopted under Article 16 so qualify [for a simple majority threshold] because they reduce the minimum lot size and frontage requirements for the parcels that were re-zoned.” Similarly, Warrant Article 23 proposes to reduce the parking requirement for certain parcels that are proposed to be re-zoned. Because the required parking spaces per housing unit limit the number of housing units that can be build within a given allowable lot size and floor area, reducing the required parking spaces per housing unit is a housing-supportive amendment eligible to be adopted by a simple majority vote of Town Meeting

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<sup>17</sup> The amendment modified both lot size and street frontage requirements (from 75 to 60 feet) in a designated area. That the combined amendment qualified for a simple majority threshold implies that the lot size and frontage requirement separately qualified for a simple majority threshold.



## SMART GROWTH AND REGIONAL COLLABORATION

October 5, 2021

Brookline Town Hall  
333 Washington Street  
Brookline, MA 02445

Re: Comments on Proposed Zoning Amendment Warrant Articles for Fall 2021 Town Meeting

Dear Members of the Brookline Planning Board,

On behalf of the Metropolitan Area Planning Council, I am writing today to express our support for the efforts described in Warrant Articles 23 and 24 to reduce or eliminate parking minimums in the Town of Brookline. MAPC has done significant research on the impacts that parking requirements have on housing affordability, greenhouse gas emissions, and non-auto mobility, and we are pleased to see the Town take steps to align parking requirements with demand.

Excess parking has real consequences. Property that could be landscaped as common or even public green space is instead paved over as parking. Since car owners prefer to live in buildings with easy parking, providing abundant parking encourages more vehicles on the site, increasing the number of trips and traffic on nearby roads. In neighborhoods that are accessible to an MBTA station, this means fewer people use the available transit, while congestion, pollution, and greenhouse gas emissions rise. Finally, of special concern in the face of Greater Boston's housing supply and affordability crisis, more parking means fewer (and more expensive) housing units.

In 2019, MAPC published "Perfect Fit Parking: Improving the Way Developers and Planners Assess Parking Demand."<sup>1</sup> As part of this report, MAPC collected overnight off-street parking data at nearly 200 multifamily buildings across the inner core of Metro Boston. While building size and characteristics varied widely, one common theme emerged across all the communities surveyed: **off-street residential parking is regularly overbuilt beyond demand.** Overall, while average parking supply was exactly 1.0 space per unit, average parking demand was 0.7 spaces per unit. MAPC staff observed 6,000 vacant parking spaces during peak residential demand times. This amounts to over 41 acres of pavement and an estimated \$94.5 million in construction costs.

To provide a more robust basis for smart parking policy, MAPC used this data to create a statistical model to determine what building and neighborhood characteristics predict parking demand. After testing 25 different variables, the analysis determine that **parking supply** was the dominant

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<sup>1</sup> <https://perfectfitparking.mapc.org/>.



## SMART GROWTH AND REGIONAL COLLABORATION

factor in determining parking demand. Essentially, building ample residential parking is more likely to attract households that own multiple vehicles. Two other factors proved statistically significant in influencing parking demand. As **transit accessibility** (as measured by the number of jobs accessible by transit) increases, parking demand decreases, and as the **share of affordable units** increased, parking demand decreases. These trends were evident in our observations: the most transit accessible sites saw an average parking demand of 0.54 spaces per unit, and the 100% affordable sites we observed had an average parking demand of 0.49 spaces per unit.

Reducing or eliminating minimum parking requirements can support more affordable housing development, expand land available for open space, and, in the long-term, enable development patterns that are more conducive to walking, biking, and riding public transit. Communities like Everett and Somerville have already taken steps to reduce their parking minimums, and we are very supportive of additional Metro Boston communities working to adopt these zoning changes.

Thank you for your consideration of these comments. If you have any questions or would like to speak further about this research, please do not hesitate to contact me.

Sincerely,

Eric Bourassa  
 Transportation Director  
[Ebouassa@mapc.org](mailto:Ebouassa@mapc.org)  
 617-933-0740



ARTICLE 25TWENTY-FIFTH ARTICLE

Submitted by: Michael Zoorob, Lisa Cunningham, Scott Englander, Jesse Gray, Ben Hellerstein, Jonathan Klein, Werner Lohe

Lead Petitioner: Michael Zoorob

To see if the Town will amend the Zoning By-Law to increase the requirements for EV READY parking spaces as follows (additions appear underlined; deletions appear as ~~strike through~~):

Modifying §6.04 .15 - ELECTRIC VEHICLES as follows:

~~15. For Parking Areas, non-residential and Residential, For residential parking areas, all parking spaces shall be EV Ready Spaces. For non-residential parking areas with 15 7 or more parking spaces, at least 15% of the total parking spaces, and not fewer than one parking space, shall be EV Ready Spaces. The definitions of EV Ready Space, Electric Vehicle, and Electric Vehicle Supply Equipment (EVSE) are as defined in the latest edition Chapter 13 C202 of the Ninth Edition of the Massachusetts State Building Code. For additions and renovations to existing buildings, exceptions to this paragraph shall be consistent with the latest edition of the Massachusetts State Building Code. The Board of Appeals may by special permit alter the requirements of this paragraph for a specific project.~~

or act on anything relative thereto.

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PETITIONER'S ARTICLE DESCRIPTION

This Warrant Article makes five modifications to the zoning by-law relative to parking spaces equipped for electric vehicles.<sup>1</sup> First, it increases the required proportion of EV Ready Spaces in residential parking areas from 15% to 100%. Second, it lowers the required number of parking spaces for residential uses necessary to trigger the EV Ready requirement from 15 spaces to 1 space. Third, it lowers the required number of parking spaces for nonresidential uses which triggers the EV Ready requirement from 15 spaces to 7 spaces (while preserving the existing requirement that 15% of spaces in nonresidential parking areas be EV Ready Spaces). Fourth, it deletes vague language about exceptions in the building code for additions and renovations as no such provisions

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<sup>1</sup> Chapter 13 C202 of the 9th Edition of the Building Code defines an EV Ready Space as “A designated parking space which is provided with one dedicated 50-ampere branch circuit for EVSE servicing Electric Vehicles.”

exist.<sup>2</sup> Fifth, it allows the Zoning Board of Appeals to modify these requirements for a particular building by special permit; this provides some flexibility to adjust these requirements for an applicant who can demonstrate that full compliance would be onerous.

These changes to facilitate the adoption and use of electric vehicles are necessitated by the need to rapidly decarbonize our economy. Adoption of electric vehicles is an important part of that effort, and the Biden Administration has established a target that 50% of all vehicles sold in 2030 will be electric vehicles, highlighting the need to dramatically increase the available charging infrastructure.<sup>3</sup> Because over 80% of EV-charging occurs at home,<sup>4</sup> this proposal creates distinct requirements for residential and commercial parking areas, with greater EV Ready requirements for residential areas. Though the cost of EV Ready infrastructure is modest in new construction, it is more costly to retrofit existing parking infrastructure. One study prepared pegged the cost of installing electric infrastructure for new EV Ready Spaces as \$920 per space, compared to \$3,710 for retrofitting existing parking.<sup>5</sup> Hence, it is reasonable to require that new parking spaces be EV Ready in anticipation of future adoption. Moreover, many electric utilities subsidize the cost of EV Ready. As of August 2021, Eversource (the electric distribution utility serving Brookline) “will pay all associated infrastructure costs to support EV chargers installed when [a new construction project] is complete, and...can help upsize certain equipment such as panels and transformers to make it easier to add additional charging stations in the future.”<sup>6</sup>

#### SELECT BOARD’S RECOMMENDATION

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<sup>2</sup> The Massachusetts Board of Building Regulation and Standards contemplated language about exceptions for additions and renovations (page 11: [www.mass.gov/doc/2018-eicc-update/download](http://www.mass.gov/doc/2018-eicc-update/download)). However, the most recent edition simply “Reserves” the section on electric vehicle requirements for renovations and additions (page 13: [www.mass.gov/doc/780-cmr-ninth-edition-chapter-13-energy-efficiency-amendments-as-of-272020/download](http://www.mass.gov/doc/780-cmr-ninth-edition-chapter-13-energy-efficiency-amendments-as-of-272020/download))

<sup>3</sup> [www.whitehouse.gov/briefing-room/statements-releases/2021/08/05/fact-sheet-president-biden-announces-steps-to-drive-american-leadership-forward-on-clean-cars-and-trucks/](http://www.whitehouse.gov/briefing-room/statements-releases/2021/08/05/fact-sheet-president-biden-announces-steps-to-drive-american-leadership-forward-on-clean-cars-and-trucks/)

<sup>4</sup> [www.nrdc.org/experts/patricia-valderrama/electric-vehicle-charging-101](http://www.nrdc.org/experts/patricia-valderrama/electric-vehicle-charging-101)

<sup>5</sup> Pike, Ed et al. “Plug-In Electric Vehicle Infrastructure Cost-Effectiveness Report for San Francisco.” 2016. [evchargingpros.com/wp-content/uploads/2017/04/City-of-SF-PEV-Infrastructure-Cost-Effectiveness-Report-2016.pdf](http://evchargingpros.com/wp-content/uploads/2017/04/City-of-SF-PEV-Infrastructure-Cost-Effectiveness-Report-2016.pdf)

<sup>6</sup> Residential: [www.eversource.com/content/ema-c/residential/save-money-energy/explore-alternatives/electric-vehicles/charging-stations/new-construction-projects](http://www.eversource.com/content/ema-c/residential/save-money-energy/explore-alternatives/electric-vehicles/charging-stations/new-construction-projects); Commercial: [www.eversource.com/content/ema-c/residential/save-money-energy/explore-alternatives/electric-vehicles/charging-stations/new-construction-projects](http://www.eversource.com/content/ema-c/residential/save-money-energy/explore-alternatives/electric-vehicles/charging-stations/new-construction-projects)

6.A.

November 16, 2021 Special Town Meeting

25-3

ADVISORY COMMITTEE'S RECOMMENDATION

*XXX*

## 6.A.

Hi Dan, Maria, Carlos, Steve, and others --

Thank you for your excellent feedback and input into WA25. We are balancing your understandable caution with the imperative to act quickly, and not all the trade-offs are easy. We do want to emphasize how important we think it is for the policy to be workable for everyone, including practical to implement, so **we welcome continued drafting feedback, particularly on ways to make it more practical**. That said we do feel strongly that this needs to be applied broadly and passed in this Town Meeting cycle.

A list of changes we've made:

- Used the Building Code definition of EV Ready
- Narrowed applicability to new construction, 50% rehabilitation, or adding a new parking space
- Removed electrical permit triggers and repaving triggers
- Exempted Uses 25-28a and loading bays (6.06-6.07)
- Separated 1-3 family from 4+ family residential
- Included a requirement for 100% EV ADA/handicapped parking
- Added a definitions section
- Incorporated the zoning bylaw revisions (except for 6.00.4, Intent) as a replacement of existing 6.04.15, rather than a new paragraph separate from 6.04.15.

Changes we did not make:

- We did not limit the policy to 4+ story buildings...  
...because that would exclude many, if not most projects.
- We did not limit the policy to 25% of residential parking spaces...  
...because that doesn't go far enough to sufficiently address the problem.  
...however, we now understand that because EV Ready recognizes the circuit utilization efficiencies made possible by load management systems, a much higher penetration in multifamily settings can be achieved without adverse impact.

We thank you again for your time and input. We are very grateful, and we hope to continue this conversation.

Jesse & Scott

**ARTICLE 25**

**MOTION OFFERED BY THE PETITIONERS**

Voted that the Town amend the Zoning By-Laws by modifying Section 6 as follows:

Insert after §6.00 paragraph 3 (INTENT OF REQUIREMENTS):

4. Where opportunities arise to install electric vehicle charging capability in Parking Garages and Parking Areas, **§6.04, paragraph 15** requires that this capability be provided, when and to the extent practical, thereby reducing the inconvenience and expense of adding this capability when it is less practical, and reducing the extent to which the lack of electric vehicle charging capability presents a barrier to the adoption of electric vehicles as a key strategy in meeting the Town's sustainability goals.

[renumber existing paragraphs 4, 5, and 6]

Replace the current paragraph §6.04.15 with the following text:

**§6.04.15 – ELECTRIC VEHICLE CHARGING CAPABILITY IN OFF-STREET PARKING FACILITIES**

**1. Definitions**

- a. "New Building" is defined as a building not in existence on the date of an application for a building permit that is subject to this paragraph.
- b. "50% Rehabilitation" is defined as an alteration, requiring a building permit, to a building in existence on the date of a permit application that is subject to this section, and that includes the reconfiguration of space or building systems, in which the Work Area is more than 50% of the gross floor area of the building prior to the alteration.
- c. "Work Area" is defined as the aggregate area of those portions of a structure affected by renovations for the reconfiguration of space or building systems, including new floor area added as a result of renovation, as indicated in the drawings associated with a building permit application. Portions of a structure where only repairs, refinishing or incidental work occur are excluded from the calculation of Work Area.

**2. Requirements**

Parking spaces subject to this requirement shall each be EV Ready Spaces, as defined in the latest edition of the Massachusetts State Building Code.

**3. Applicability**

- a. Parking spaces subject to this requirement:
  - i. In Residential Parking Garages or Parking Areas on lots with four or more dwelling units, the requirements of paragraph §6.04.15 shall apply to all parking spaces.
  - ii. In Residential Parking Garages or Parking Areas on lots with three or fewer dwelling units, the requirements of paragraph §6.04.15 shall apply to one parking space per dwelling unit.

## 6.A.

- iii. In all Non-Residential Parking Garages or Parking Areas with seven or more parking spaces, the requirements of paragraph §6.04.15 shall apply to all handicapped accessible parking spaces (§6.04.2, subparagraph g) and to a minimum of 15% of non-handicapped-accessible parking spaces.
  - b. Complying with these requirements shall not require increasing the number of parking spaces in a Parking Garage or Parking Area.
- 4. Enforcement: The requirements of paragraph §6.04.15 shall apply upon issuance of a building permit for the following improvements:
  - a. Construction of a New Building or 50% Rehabilitation of a building
  - b. Addition of one or more parking spaces
- 5. Waivers: The requirements of paragraph §6.04.15 may be reduced in whole or in part for a particular application if compliance, for reasons that are identified in writing by the Building Commissioner, would not serve the intent of the requirements as stated in §6.00.4 or would be impracticable.
- 6. Exemptions:
  - a. The requirements of paragraph §6.04.15 shall not apply to parking spaces devoted to Uses 25, 25A, 26, 27, 28, or 28A, or to loading bay parking spaces devoted to loading, described in §6.06-§6.07.
  - b. The requirements of paragraph §6.04.15 shall not apply to any building being constructed subject to a Waldo-Durgin Overlay District Special Permit, as described in Section 5.06, paragraph 4, subparagraph k, or a Fisher Hill Special Overlay District Special Permit, as described in Section 5.06, paragraph 4, subparagraph l.

## Explanation -- Appendices

Appendix A. Text of relevant Section 6 text in the current zoning bylaw:

*§6.04.15 – ELECTRIC VEHICLES For Parking Areas, Non-residential and Residential, with 15 or more parking spaces, at least 15% of the total parking spaces, and not fewer than two parking spaces, shall be EV Ready Spaces. The definitions of EV Ready Space, Electric Vehicle, and Electric Vehicle Supply Equipment (EVSE) are as defined in the latest edition of the Massachusetts State Building Code. For additions and renovations to existing buildings, exceptions to this paragraph shall be consistent with the latest edition of the Massachusetts State Building Code.*

### APPENDIX B: Massachusetts State Building Code (Volume 2)

**INTERNATIONAL BUILDING CODE (IBC): Applies to buildings four stories or more, also called commercial buildings, whether or not the use is residential**

#### 780 CMR 1300 – C202

Electric Vehicle. An automotive-type vehicle for an on-road use, such as passenger automobiles, buses, trucks, vans, neighborhood electric vehicles, electric motorcycles, and the like, primarily powered by an electric motor that draws current from a rechargeable storage battery, fuel cell, photovoltaic array, or other source of electric current. *Note: defined as in 527 CMR 12.00 Massachusetts Electrical Code (Amendments) section 625.2.*

Electric Vehicle Supply Equipment (EVSE). The conductors, including the ungrounded, grounded, and equipment grounding conductors, and the electric vehicle connectors, attachment plug, and all other fittings, devices, power outlets, or apparatus installed specifically for the purpose of transferring energy between the premises wiring and the electric vehicle. *Note: defined as in 527 CMR 12.00 Massachusetts Electrical Code (Amendments) section 625.2.*

Electric Vehicle Charge Space ("EV Ready Space"). A designated parking space which is provided with one dedicated 50-ampere branch circuit for EVSE servicing Electric Vehicles.

#### 780 CMR 1300 – C405.10

**Electric Vehicle Charging Spaces ("EV Ready Spaces")**. Group A-1, B, E, I, M and R buildings with 15 or more passenger vehicle parking spaces shall provide one EV Ready Space.

The branch circuit shall be identified as "EV READY" in the service panel or subpanel directory, and the termination location shall be as marked shall be marked as "EV READY". The circuit shall terminate in a NEMA receptacle or a Society of Automotive Engineers (SAE) standard J1772 electrical connector.

##### **Exceptions:**

1. Parking spaces and garage spaces intended exclusively for storage of vehicles for retail sale or vehicle service.
2. This requirement will be considered met if all spaces which are not EV Ready are separated from the meter by a public right-of-way.
3. Any 50-ampere branch circuit may be replaced by 3 or more "EV READY: labelled 20-ampere branch circuits and terminations where additional spaces are available.



## APPENDIX C: Pertinent Excerpts from Massachusetts Electric Code (double click on image to open PDF file)

625.40

Article 100 • Electric Vehicle Power Transfer System

shall be provided according to 625.17(A). A personnel protection system shall not be required for supplies less than 60 volts dc.

The listed personnel protection system may consist of one or more components that provide protection against electric shock for different portions of the EV supply equipment circuitry, which might be operating at frequencies other than 50/60 hertz, at different voltages, and for voltages above 150 volts to ground. Standard GFCI devices do not provide the range of protection needed for the various types of charging systems available. For systems operating above 150 volts to ground, the protective system may include monitoring systems to ensure that proper grounding is provided and maintained during charging.

### Part III. Installation

**625.40 Electric Vehicle Branch Circuit.** Each outlet installed for the purpose of charging electric vehicles shall be supplied by an individual branch circuit. Each circuit shall have no other outlets.

The NEC does not mandate the installation of an outlet dedicated to electric vehicle supply equipment (EVSE) in any occupancy type. However, if an outlet for EVSE is installed, it must be supplied by an individual branch circuit.

**See also:**

Article 100 for the definition of branch circuit, individual



**625.41 Overcurrent Protection.** Overcurrent protection for feeders and branch circuits supplying EVSE, including bidirectional EVSE and WPT, shall be sized for continuous duty and shall have a rating of not less than 125 percent of the maximum load of the equipment. When noncontinuous loads are supplied from the same feeder, the overcurrent device shall have a rating of not less than the sum of the noncontinuous loads plus 125 percent of the continuous loads.

**625.42 Rating.** The power transfer equipment shall have sufficient rating to supply the load served. Electric vehicle charging loads shall be considered to be continuous loads for the purposes of this article. Service and feeder shall be sized in accordance with the product ratings. Where an automatic load management system is used, the maximum equipment load on a service and feeder shall be the maximum load permitted by the automatic load management system.

Adjustable settings shall be permitted on fixed-in-place equipment only. If adjustments have an impact on the rating label, those changes shall be in accordance with manufacturer's instructions, and the adjusted rating shall appear with sufficient durability to withstand the environment involved in the rating label. Electric vehicle supply equipment with restricted access to an ampere adjusting means shall be permitted to have ampere ratings that are equal to the adjusted current setting. Signs on the service and feeder to match the adjusting means shall be permitted. Restricted access shall prevent the owner from gaining access

to the adjusting means. Restricted access shall be accomplished by at least one of the following:

- (1) A cover or door that requires the use of a tool to open.
- (2) Locking doors accessible only to qualified personnel.
- (3) Password protected commissioning software accessible only to qualified personnel.

Three methods for EV charging — referred to as Level 1, Level 2, and Level 3 EV charging — cover the range of power levels anticipated for charging EVs. EVs are treated as continuous loads.

Level 1 is a low-power method to charge an EV by plugging into a standard, grounded 120-volt electrical receptacle (NEMA 5-15R or 5-20R). The maximum load on this receptacle is 12 amperes/1.4 kilovolt-ampere (15-ampere receptacle) or 16 amperes/1.9 kilovolt-ampere (20-ampere receptacle).

Level 2 is the primary method of EV charging at both private and public facilities. It requires special equipment and connection to an electric power supply dedicated to EV charging. The voltage of this connection is either 240 volts or 208 volts. The maximum load is 32 amperes (7.4 kilovolt-ampere) at 240 volts or 6.7 kilovolt-ampere at 208 volts, with a minimum circuit and overcurrent rating of 40 amperes. See 625.41 for sizing OCPDs.

Level 3 is the EV equivalent to a commercial gasoline dispensing station. This high-speed, high-power method charges an EV in about the same time it takes to refuel a conventional vehicle. Because of individual supply requirements and available source voltages, exact voltage and load specifications for Level 3 charging have not been defined in the same way that Level 1 and Level 2 have. These power requirements are specified by the equipment manufacturer. For at present the maximum current is specified as 400 amperes with 744 kilowatts of net two-wire power supplied.

Connection of EVSE to an automatic load management system can predict the need for a service or feeder upgrade to an existing electrical installation.

The ratings of a service or a feeder supplying fixed-in-place EVSE equipment with the means to adjust the output can be based on the adjusted setting provided that the ampere adjustment means is restricted using one of the three methods identified in 625.42. The adjusted rating is considered to be a continuous load, and the rating of the circuit conductors and the OCPD must be sized accordingly.

**625.43 Disconnecting Means.** For equipment rated more than 60 amperes or more than 150 volts to ground, the disconnecting means shall be provided and installed in a readily accessible location. The disconnecting means shall be lockable open in accordance with 110.25.

**625.44 Equipment Connection.** EVSE and WPT shall be connected to the premises wiring system in accordance with one of the methods in 625.44(A) through (C).

**(A) Portable Equipment.** Portable equipment shall be connected to the premises wiring system by one or more of the following methods:

- (1) A nonlocking, 2-pole, 3-wire grounding-type receptacle outlet rated at 125 volts, single phase, 15 or 20 amperes.

ARTICLE 26

Submitted by: Linda Olson Pehlke, TMM Pct. 2, Paul Warren, TMM Pct. 1, Gina Hahn, TMM Pct. 3, M. David Lee, President Stull and Lee Architecture and Planning, Pct. 6

This resolution seeks to take the initial step to plan for an update to Brookline's 16-year-old Comprehensive Plan and the associated Zoning by-law reforms necessary to implement the updated Comprehensive Plan. Our previous Plan was initiated and driven by the Select Board, and the practice of Select Board-appointed Master Plan Steering Committees is common through-out the State. The recommended project approach and plan should embrace a process that is open, transparent and wide-ranging in its inclusiveness. We urge the study committee to embrace the goal of equity and to take a holistic view of the necessary elements to be considered in a successful and effective planning effort.

The petitioners are asking the Select Board to appoint a Planning Process Study Committee charged with working with the Planning Department and other Town staff to devise the work program, budget, and scope for an inclusive, community-driven planning and zoning reform process. Given the fact that we have just appointed a new Planning Director, the timing for initiating a re-boot for our planning and zoning processes is extremely fortuitous.

It is self-evident that careful planning should precede any major, wide-ranging zoning reform. This resolution suggests some foundational planning functions that should be incorporated into any town-wide planning initiative. The petitioners also outline some of the key elements we suggest the Planning Process Study Committee include in the process for balanced, equitable and legitimate community stakeholder involvement.

There are many pressing modern issues such as equity, climate resilience and sustainability, housing affordability, public health and well-being, transportation equity and accessibility, and business vitality that we must be planning for in a holistic way. We also suggest that the Planning Process Study Committee consider new progressive planning and zoning tools and their potential benefits for Brookline.

The petitioners anticipate that current corridor studies, the Housing Production Plan, and other ongoing planning efforts will continue without interruption and will inform the broader community-wide planning efforts.

By doing the work upfront to define an equitable, inclusive, open and transparent project, we can work together as a community to strengthen and enhance the quality of life for all who live, work, study, or visit in Brookline now and for decades to come.

**FW: WA 26 as revised budget estimate**

Melissa Goff &lt;mgoft@brooklinema.gov&gt;

Wed 10/27/2021 4:15 PM

To: Devon Fields &lt;dfields@brooklinema.gov&gt;

[For the Board's packet on 26.](#)**From:** Kara Brewton <kbrewton@brooklinema.gov>**Sent:** Wednesday, October 27, 2021 4:15 PM**To:** Susan Granoff <susangranoff@msn.com>**Cc:** lindaolsonpehlke@gmail.com; Melissa Goff <mgoft@brooklinema.gov>**Subject:** WA 26 as revised budget estimate

Hi, Susan –

I am providing here a cost estimate related to the revised Warrant Article 26, as voted on by the subcommittee of Advisory this past Monday night. When you have it available, please email me the voted upon language (and any draft report to Advisory so I can be prepared).

The revised resolution proposes a Select Board-appointed Committee whose charge is to scope an updated Comprehensive Plan and zoning reform process, including as part of that process input from a wide range of stakeholders. As discussed Monday night, in addition to the examples in the revised resolution, stakeholder outreach would also include the Select Board and the 11 Boards/Commissions\* primarily involved with land use decisions, as well as the staff that support their work (e.g., DPW and Recreation staff).

We do not currently have staff to take on this new endeavor, and already have initiatives that have been delayed due to staffing constraints: Boylston Street Corridor Study Committee, Chestnut Hill Village Corridor Study Committee, land reuse Committee associated with the newly acquired municipal property on Fisher Hill, implementation of the Strategic Master Plan and Major Parcel Studies, preparing to launch the Community Preservation Act Committee, documenting historic assets for nomination on the National Register of Historic Places, supporting the Preservation Commission in research associated with new or expanded Local Historic Districts, implementing the Town's Climate Action Plan, multi-family housing study, parking demand study, and development of a site plan approval process. Establishing a site plan approval process would dovetail with recommendations from the Urban Forestry Master Plan, Climate Action Plan, Municipal Vulnerability Assessment, Boylston Committee, and would provide a streamlined review process for affordable housing.

Therefore, the actions contemplated in this revised resolution would require either waiting and continuing to prioritize work with the Select Board or hiring an additional full-time staff person whose role explicitly includes Warrant Article 26 as part of their work. I estimate this person would spend a quarter to a third of their time on this scoping and community engagement phase with a Select-Board appointed Committee for 6-8 months. While the incremental cost would be approximately \$95,300 (this is a T-6 position plus 35% related to benefits), the staff cost assigned only to this effort would be approximately:  $1/3 \text{ time} \times (8/12 \text{ months}) \times \$95,300 = \$21,178$ . Additionally, to assist with community engagement or other consultant work, I estimate an additional \$5,000 to \$10,000 in consulting funds.

As a cost comparison, an effort like the Boylston Street Corridor Study Committee requires the equivalent of a T-6 position at 2/3 of their time for 2 years plus about \$67,000 in consulting funds, or a total of approximately \$127,000.

If this resolution passes Town Meeting, I will request as part of the FY23 budget process an additional T-6 staff position and \$10,000 in technical services. However, overall Department prioritization will continue to be done in collaboration with the Select Board. As of today, the Select Board have not yet taken up this resolution.

\*Boards/Commissions primarily involved with land use decisions:

Preservation Commission

Planning Board

Zoning Bylaw Committee

SB Climate Action Committee

Park & Recreation Commission

Conservation Commission

Economic Development Advisory Board

Housing Advisory Board

Community Preservation Act Committee

Zoning Board of Appeals

Small Business Development Committee

Thank you,

Kara Brewton

Director of Planning & Community Development

Town of Brookline, MA

[kbrewton@brooklinema.gov](mailto:kbrewton@brooklinema.gov)

617-730-2468

Usually in Town Hall: Tues & Wed



## 6.A.

Submitted by: Linda Olson Pehlke, TMM Pct. 2, Paul Warren, TMM Pct. 1, Gina Hahn, TMM Pct. 3, M. David Lee, President Stull and Lee Architecture and Planning, Pct. 6

MOVED that the Town will Adopt the following Resolution:

WHEREAS, it would be in the Town's best interest to engage in a Town-wide, progressive planning and zoning reform project responding to the need for greater resiliency in the face of the climate emergency and pandemic disruptions, plus the critical need for equity, housing affordability, and business vitality; and

WHEREAS, the Town, its residents, businesses and non-profits, and potential property developers struggle with an antiquated zoning bylaw that is difficult to understand, does not reflect modern community goals, and does not produce predictable, context-appropriate outcomes; and

WHEREAS, Nearly 600 residents of Brookline have signed a letter to the Select Board calling on the Town to engage in an inclusive, community-driven planning and zoning reform process that would chart a thoughtful and informed course for our future; and

WHEREAS, our Zoning By-Law does not adequately reflect evolving new trends in housing, commuting, lifestyle choices, and the growing awareness that our health and well-being depends on access to the outdoors and recreation; and

WHEREAS, our Zoning By-Law and other Town policies do not adequately address the disparities made evident by the pandemic and detailed in the recently published Disparity Report 2021 under the auspices of the Office of Diversity, Inclusion, and Community Relations; and

WHEREAS, the Select Board identified Objective #11 in the FY 2022 Financial Plan which states, "To pursue re-codification and an update to the zoning by-laws that meets Town Needs and objectives"; and

WHEREAS, WA 34 from Fall 2020 Town Meeting urges the Select Board to determine whether adding substantial new housing is in the Town's best interests after consideration for impacts to Town facilities, infrastructure, and services, as well as open space and the historic streetscape; and

WHEREAS, the Town has developed new and effective methods for community engagement such as those being used in the Boylston Street/RT 9 Corridor Study; and

WHEREAS, community engagement across the entire town is the keystone of a community-driven planning and zoning reform effort. Starting with a detailed inventory of our current environment, this engagement process will allow stakeholders to identify common goals and values along with strategies for implementation; and

## 6.A.

WHEREAS, these shared goals and values should be translated into a new, reformed Zoning By-Law incorporating progressive planning tools; and

WHEREAS, current corridor planning studies and other ongoing planning efforts should continue and should not be impeded by this broader planning project; and

WHEREAS, by doing the work to define our shared goals, we as a community can work together to respond to the broad set of future community needs and also strengthen and enhance the quality of life for all who live, work, study, or visit in Brookline; and

WHEREAS, MGL Title VII Chapter 41 Section 81D: Master plan, requires that a planning board “shall make a master plan of such city or town and from time to time may extend or perfect such plan”, and the last completed Comprehensive Plan in Brookline was done in 2005; and

WHEREAS, several neighboring cities and towns have either finished or are starting the process to develop comprehensive plans to inform potential zoning reform, such as Somerville (Somervision 2040), Boston (Imagine Boston 2030), Medford (Medford 2030) and Cambridge (Cambridge Envision 2018);

NOW THEREFORE BE IT:

RESOLVED, that the Select Board, in consultation with the Director of Planning and Community Development, appoint a Planning Process Study Committee to work with the Planning Department and other Town staff to develop a work program, budget, and scope for an inclusive, community-driven planning and zoning reform process; and

FURTHER RESOLVED, that the Select Board appointed Planning Process Study Committee seek input and be informed by a full spectrum of stakeholders, including but not limited to: marginalized communities, subsidized housing residents, non-profits, faith-based organizations, business interests, neighborhood associations, Brookline residents with professional expertise in planning and zoning, as well as, advocacy groups for affordable housing, historic preservation, climate action and resiliency, green space, parks and open space, active and public transportation, and senior citizens; and

FURTHER RESOLVED, that the Planning Process Study Committee shall endeavor to (i) examine the 2005 Comprehensive Plan with a view towards determining how a future comprehensive plan could be more effective, and (ii) devise a planning process that will develop a shared fact base of existing conditions, develop demographic and land-use projections, analyze possible land-use scenarios, inventory infrastructure and future infrastructure needs, identify Town service and facility usage metrics and capacities, develop a statement of town-wide values and goals with metrics, and generally complete the analysis necessary to identify potential impacts from contemplated land-use scenarios; and

FURTHER RESOLVED, that the Planning Process Study Committee contemplate the potential application of progressive planning and zoning tools such as form-based zoning, environmental performance standards, green infrastructure, and placemaking; and

## 6.A.

FURTHER RESOLVED, that the Planning Process Study Committee identify project work products that can help guide future zoning reform work, such as defining areas where development or redevelopment potential is appropriately supported, areas where public realm enhancements are needed, and areas or parcels that should be conserved; and

FURTHER RESOLVED, that the current corridor studies including Lower Boylston and the planned Upper Boylston study, the Fisher Hill study, the Housing Production Plan, the Climate Action Plan, and other ongoing planning studies will continue without impediment; and

FURTHER RESOLVED, that the Planning Process Study Committee should devise a community-based planning and zoning reform process that centers marginalized communities in its consideration of strategies and initiatives that provide greater equity in all realms of the built environment and to further environmental justice; and

FURTHER RESOLVED, that the Planning Process Study Committee should contemplate a community engagement strategy that incorporates the lessons learned from the engagement strategies of the Boylston Street/RT 9 Corridor Study and the Housing Production Plan and be designed with input from Brookline's Community Engagement Specialist; and

FURTHER RESOLVED, that the Select Board endeavors to seek and provide adequate funding to retain all necessary consultants and additional planning staff to successfully complete the work of Planning Process Study Committee and the implementation of its recommendations; and

FURTHER RESOLVED, the Planning Process Study Committee will provide a progress report and/or recommendations to the next Annual Town Meeting.

Or act on anything related thereto.



**~~A Resolution to Transform Our Planning and Zoning in the Age of COVID~~**

Submitted by: Linda Olson Pehlke, TMM Pct. 2, Paul Warren, TMM Pct. ~~41~~, Gina Hahn, TMM Pct. 3, M. David Lee, President Stull and Lee Architecture and Planning, Pct. 6

~~lindaolsonpehlke@gmail.com, 617-584-9512~~  
~~paulwarren65@gmail.com, 617-869-5430~~

~~To See if~~MOVED that the Town will Adopt the following Resolution:

~~Whereas, COVID has changed the way we live, learn, work, play, and interact.~~

~~Whereas~~WHEREAS, it would be in the Town's best interest to engage in a Town-wide, progressive planning and zoning reform project responding to ~~COVID and additional pressing issues, such as~~the need for greater resiliency in the face of the climate disruption, emergency and pandemic disruptions, plus the critical need for equity, housing insecurity, affordability, and business vitality-; and

~~Whereas~~WHEREAS, the Town, its residents, businesses and non-profits, and potential property developers-struggle with an antiquated zoning bylaw that is difficult to understand, does not reflect modern community goals, and does not produce predictable, context-appropriate outcomes-; and

WHEREAS, Nearly 600 residents of Brookline have signed a letter to the Select Board calling on the Town to engage in an inclusive, community-driven planning and zoning reform process that would chart a thoughtful and informed course for our future; and

~~Whereas~~WHEREAS, our Zoning By-Law does not adequately reflect ~~the impact of COVID and the resulting~~ evolving new trends in housing, commuting, lifestyle choices, and the growing awareness that our health and ~~wellbeing~~well-being depends on access to the outdoors and recreation-  
; and

~~Whereas~~WHEREAS, our Zoning By-Law and other Town policies do not adequately address the disparities made evident by the pandemic and detailed in the recently published Disparity Report 2021 under the auspices of the Office of Diversity, Inclusion, and Community Relations; and

## 6.A.

WHEREAS, the Select Board identified Objective #11 in the FY 2022 Financial Plan which states, “To pursue re-codification and an update to the zoning by-laws that meets Town Needs and objectives”; and

WHEREAS, WA 34 from Fall 2020 Town Meeting urges the Select Board to determine whether adding substantial new housing is in the Town’s best interests after consideration for impacts to Town facilities, infrastructure, and services, as well as open space and the historic streetscape; and

WHEREAS, the Town has developed new and effective methods for community engagement such as those being used in the Boylston Street/RT 9 Corridor Study; and

WHEREAS, community engagement across the entire town is the ~~key-stone of this project.~~ keystone of a community-driven planning and zoning reform effort. Starting with a detailed inventory of our current environment, this engagement process will allow stakeholders to identify common goals and values along with strategies for implementation-; and

~~Whereas~~WHEREAS, these shared goals and values can~~should~~be translated into- a new, reformed Zoning By-\_\_ Law based on form-based zoning and incorporating other progressive planning tools.-Current; and

WHEREAS, current corridor planning studies and other ongoing planning efforts will-should~~continue and inform-should not be impeded by this broader planning project recommendations-; and~~

~~Whereas~~WHEREAS, by doing the work to define our shared goals, we as a community can work together to respond to COVIDthe broad set of future community needs and also strengthen and enhance the quality of life for all who live, work, study, or visit in Brookline-; and

~~Now, Therefore, Be It~~

~~Resolved,~~WHEREAS, MGL Title VII Chapter 41 Section 81D: Master plan, requires that the Town engage a planning board “shall make a master plan of such city or town and from time to time may extend or perfect such plan”, and the last completed Comprehensive Plan in a Town wide-Brookline was done in 2005; and

WHEREAS, several neighboring cities and towns have either finished or are starting the process to develop comprehensive plans to inform potential zoning reform, such as Somerville (Somervision 2040), Boston (Imagine Boston 2030), Medford (Medford 2030) and Cambridge (Cambridge Envision 2018);

NOW THEREFORE BE IT:

## 6.A.

RESOLVED, that the Select Board, in consultation with the Director of Planning and Community Development, appoint a Planning Process Study Committee to work with the Planning Department and other Town staff to develop a work program, budget, and scope for an inclusive, community-driven planning and zoning reform project involving all process; and

FURTHER RESOLVED, that the Select Board appointed Planning Process Study Committee seek input and be informed by a full spectrum of stakeholders, including but not limited to: marginalized communities, subsidized housing residents, non-profits, faith-based organizations, business interests, neighborhood associations, Brookline residents with professional expertise in planning and zoning, as well as, advocacy groups for affordable housing, historic preservation, climate action and resiliency, green space, parks and open space, active and public transportation, and senior citizens with the goal of reforming its Zoning By-law based on form-based zoning; and

FURTHER RESOLVED, that the Planning Process Study Committee shall endeavor to (i) examine the 2005 Comprehensive Plan with a view towards determining how a future comprehensive plan could be more effective, and (ii) devise a planning process that will develop a shared fact base of existing conditions, develop demographic and land-use projections, analyze possible land-use scenarios, inventory infrastructure and future infrastructure needs, identify Town service and facility usage metrics and capacities, develop a statement of town-wide values and goals with metrics, and generally complete the analysis necessary to identify potential impacts from contemplated land-use scenarios; and

FURTHER RESOLVED, that the Planning Process Study Committee contemplate the potential application of incorporating other progressive planning and zoning tools such as form-based zoning, environmental performance standards, green infrastructure, and placemaking; and

;

~~Further Resolved~~FURTHER RESOLVED, that the Planning Process Study Committee identify project work products that can help guide future zoning reform work, such as defining areas where development or redevelopment potential is appropriately supported, areas where public realm enhancements are needed, and areas or parcels that should be conserved; and

FURTHER RESOLVED, that the current corridor studies including Lower Boylston and the planned Upper Boylston study, the Fisher Hill study, the Housing Production Plan, the Climate Action Plan, and other ongoing planning studies will continue and inform project recommendations; and without impediment; and

~~Further Resolved, that the Town endeavor~~FURTHER RESOLVED, that the Planning Process Study Committee should devise a community-based planning and zoning reform process that centers marginalized communities in its consideration of strategies and initiatives that

## 6.A.

provide greater equity in all realms of the built environment and to further environmental justice; and

FURTHER RESOLVED, that the Planning Process Study Committee should contemplate a community engagement strategy that incorporates the lessons learned from the engagement strategies of the Boylston Street/RT 9 Corridor Study and the Housing Production Plan and be designed with input from Brookline's Community Engagement Specialist; and

FURTHER RESOLVED, that the Select Board endeavors to seek and provide adequate funding to retain all necessary consultants and additional planning staff to successfully complete the work of Planning Process Study Committee and the implementation of its recommendationsproject; and

~~Further Resolved~~FURTHER RESOLVED, the Town Planning Process Study Committee will provide a progress report and/or recommendations to each the next Annual Town Meeting~~until project completion.~~

Or act on anything related thereto.

## Article 26

Ann Briss [REDACTED]

Thu 10/21/2021 6:42 AM

To: Devon Fields <dfields@brooklinema.gov>

I want to add my voice in support of Article 26 I believe that Brookline should develop a long range plan that will take us forward in developing our town in a comprehensive manner. It seems to me that being able to see a larger picture will be helpful in planning for the future

Thank you for your consideration

I am a Brookline resident.

Ann Briss  
[REDACTED]

[REDACTED] [REDACTED] This email originated from a sender outside of the Town of Brookline mail system. Do not click on links or open attachments unless you recognize the sender and know the content is safe.

## Article 26

Felixa Eskey [REDACTED]

Mon 10/18/2021 12:05 PM

To: Devon Fields <dfields@brooklinema.gov>

Dear Members of the Brookline Select Board,

Please support Article 26. Our beautiful town will benefit from thoughtful, comprehensive planning.

Sincerely,

Felixa Eskey

[REDACTED]

Brookline

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## Supporting Article 26

orna feldman [REDACTED] >

Mon 10/18/2021 11:29 AM

**To:** Virginia Bullock <vbullock@brooklinema.gov>; Kara Brewton <kbrewton@brooklinema.gov>; Devon Fields <dfields@brooklinema.gov>

Hello Virginia, Kara and all concerned,

Article 26 makes eminent sense. It brings all concerned parties to the table to mesh a multitude of constituencies, agendas and critical goals. It is fact-based and future land use oriented. It is smart. Please support Article 26.

Thank you,

Orna

*Orna Feldman*

Principal

Feldman Communications

[REDACTED]

[REDACTED]

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Tom Higgins

Precinct 1

<https://outlook.office365.com/mail/AQMkAGMyYjEwZTEzLTZiZjEtNDU2My04NzJkLWZhOWViZDkMGewMwAuAAADLRY4q2pJwEGKI60SwPfx8AF>Page: 192

Please share with the select board

Carolyn Lovit [REDACTED]

Mon 10/18/2021 8:26 PM

To: Devon Fields <dfields@brooklinema.gov>

Dear Ms. Fields,

I would greatly appreciate it if you would forward my note to each member of the Select Board.  
Carolyn

Dear Members of the Board,

I am in favor of Warrant Article 26.

Our zoning laws are out of date and reflect neither today's needs nor those of the future. We need a long term multi faceted plan to get ahead of needs instead of catching up.

If we keep adding housing and increase the population, we need to carefully consider how we will maintain our level of services. I have read that a number of the departments in town are having trouble getting applicants for vacant positions.

All aspects of life are effected by creating denser living. Creating denser living in neighborhoods takes up open space, and creates a need for more outdoor recreational areas for the benefit of all ages. Creating denser living in neighborhoods craetes more traffic and backups, especially getting onto the main roads. Creating denser living creates a need for more commercial spaces. etc..etc..etc.

I have lived and in Brookline for over 40 years and am a former Precinct 2 Town Meeting Member.

Thank you for your consideration.

Carolyn Lovit  
[REDACTED]



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## Brookline by Design

Lea Mannion [REDACTED]

Mon 10/18/2021 1:14 PM

To: Devon Fields <dfields@brooklinema.gov>

I am writing to ask that the committee support Article 26 ( Brookline by Design) so that Brookline can continue to grow but in a matter that is well thought out, inclusive and looking toward a future where issues such as climate change, less automobile use and mix use zoning are a part of the solution. Please take the time to consider how this plan could help Brookline to move forward.

Thank you

Lea Mannion

[REDACTED] Street

Brookline

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## I oppose Warrant Article 26

Janet Kolodner [REDACTED]

Wed 10/20/2021 12:19 AM

**To:** Heather A. Hamilton <hhamilton@brooklinema.gov>; Raul Fernandez <rfernandez@brooklinema.gov>; Bernard Greene <bgreene@brooklinema.gov>; John VanScoyoc <jvanscoyoc@brooklinema.gov>; Miriam Aschkenasy <maschkenasy@brooklinema.gov>

**Cc:** Devon Fields <dfields@brooklinema.gov>

Hello Select Board,

I am writing to tell you that I strongly oppose Warrant Article 26. It is duplicative of and a distraction from current planning efforts. It is too expensive, will take too long, and is designed to maintain the status quo.

Brookline is already conducting substantial proactive planning processes in the form of the Housing Production Plan (scheduled to begin shortly and be completed by the end of 2022), which includes robust community engagement requirements and will produce concrete strategies to enable more housing and more affordability in Brookline, and a series of corridor and district plans originally recommended in the Town's Comprehensive Plan 16 years ago are finally underway. Given the vagueness and heft of the proposal in Warrant Article 26 while these already-substantial processes are underway, I can only conclude that this article is designed to stop any change from taking place until the some new long and redundant planning process is completed. Warrant Article 26v should NOT be passed or funded.

Thank you.

Janet Kolodner  
[REDACTED]

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## Article 26

Judy Mason

Mon 10/18/2021 12:14 PM

To: Devon Fields <dfields@brooklinema.gov>

Cc: Linda Pehlke <lpehlke@aol.com>

Hello: I am writing in support of Article 26. Years of one-thing-at-a-time zoning changes has not allowed for land use planning town-wide. Various committees and constituencies should talk with one another and work on compromises and trade-offs. Thank you. Judy Mason, former Town Meeting Member Prec. 2.

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## Town meeting

Stuart Rubinow [REDACTED]

Mon 10/18/2021 12:34 PM

To: Devon Fields <dfields@brooklinema.gov>

I urge you and all of Pct. 1 town meeting members to support Warrant Article 26, proposed by Brookline By Design.

I have lived in Brookline since 1987 and have been continually puzzled and frustrated by the town's not seeming to have a coordinated planning process, that takes into account simultaneously the interconnected needs of residential, commercial, school, and open space areas.

To summarize Brookline By Design's position --

### The Problem

- The current zoning bylaw is based on 1960's land use concepts, which encouraged the separation of uses and automobile dependency.
- Decades of incremental one off zoning changes has not allowed for any real land use planning on a town wide scale.
- Other pressing concerns around affordable and workforce housing, climate resiliency, commercial district vibrancy, access and mobility, equitable land use decisions, historic preservation, and other issues are being addressed in a piecemeal fashion through a patchwork of one off zoning changes
- The Town, its residents, businesses and non-profits, and potential property developers struggle with an antiquated zoning bylaw that is difficult to understand, does not reflect modern community goals, and does not produce expected, context-appropriate outcomes.
- Our zoning bylaw does not address the impact of COVID and the resulting evolving trends in commuting and housing, as well as the growing awareness that our health and wellbeing depend on access to the outdoors and recreation.

### The Solution

- The Town needs to start the necessary work to develop a fact based, future land use scenario for Brookline 2030 and beyond that involves all stakeholders in determining the future of our community.
- The project will not slow down and will leverage existing study efforts related to commercial development, affordable housing and corridor-specific studies such as Boylston Street/Route 9.

Thank you.

Stuart Rubinow  
[REDACTED]

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## Members of Select Board



Mon 10/18/2021 10:51 AM

To: Devon Fields <dfields@brooklinema.gov>

Please support Article 26, a process  
for a balanced and comprehensive update of zoning in Brookline.

Thank you.

Frances Shedd-Fisher

P 5

[Sent from the all new AOL app for iOS](#)

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## WA 26

John Shreffler [REDACTED]

Mon 10/18/2021 10:57 AM

To: Devon Fields &lt;dfields@brooklinema.gov&gt;

Dear Select Board,

Please support WA 26, which I wholeheartedly support. Here are their talking points, which are cogent and with which I agree:

## TALKING POINTS

The Problem

- The current zoning bylaw is based on 1960's land use concepts, which encouraged the separation of uses and automobile dependency.
- Decades of incremental one-off zoning changes has not allowed for any real land use planning on a town wide scale
- Other pressing concerns around affordable and workforce housing, climate resiliency, commercial district vibrancy, access and mobility, equitable land use decisions, historic preservation, and other issues are being addressed in a piecemeal fashion through a patchwork of one-off zoning changes.
- The Town, its residents, businesses and non profits, and potential property developers struggle with an antiquated zoning bylaw that is difficult to understand, does not reflect modern community goals, and does not produce expected, context-appropriate outcomes.
- Our zoning bylaw does not address the impact of COVID and the resulting evolving trends in commuting and housing, as well as the growing awareness that our health and wellbeing depend on access to the outdoors and recreation.

The Solution

- The Town needs to start the necessary work to develop a fact-based, future land use scenario for Brookline 2030 and beyond that involves all stakeholders in determining the future of our community
- The project will not slow down and will leverage existing study efforts related to commercial development, affordable housing and corridor-specific studies such as Boylston Street/Route 9.

John Shreffler TMM 2, Co-President Friends of Hall's Pond

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**FW: ACTION NEEDED This Week's Public Hearings on Brookline's Future: Article 16**

Karen Voght [REDACTED]

Mon 10/18/2021 5:05 PM

**To:** Devon Fields <dfields@brooklinema.gov>**Cc:** Virginia Bullock <vbullock@brooklinema.gov>; Kara Brewton <kbrewton@brooklinema.gov>; info@brooklinebydesign.com <info@brooklinebydesign.com>

I would like to request the support of Article 26 (see talking points below), and particularly request that serious attention be given to the urgency of reviewing Town growth in light on the impact of Covid (and potential similar repeated pandemics) on the social, environmental, air quality, and economic wellbeing of Brookline's families. **Zoom dependency** is an incomplete approach to cohesive and inclusive Town Government. A more creative approach to communication, including a timely and physically deliverable **Town News Paper** must be a mandatory form of communication and Town obligation for all concerned. Appreciate all the incredible efforts to achieve this goal.

Karen Voght

 Lon wood Ave  
 Brookline, MA

---

**From:** karen@karenmoss.com <karen@karenmoss.com>**Sent:** Monday, October 18, 2021 12:06 PM**To:** Voght, Karen <kv@karenvoght.com>**Subject:** Fwd: ACTION NEEDED- This Week's Public Hearings on Brookline's Future

Begin forwarded message:

**From:** Brookline By Design <[info@brooklinebydesign.com](mailto:info@brooklinebydesign.com)>**Date:** October 18, 2021 10:27:44 AM EDT

The proposal filed by Brookline By Design calling for a community based planning and zoning reform project ([Article 26 - click to read](#)) will be in front of the Select Board, Housing Advisory Board and Economic Development Board this week.

To learn more about why Brookline needs a community based planning and zoning reform project, watch Tommy Vitolo's conversation with Linda Olson Pehlke: <https://youtu.be/Xhgn8oEYoQc>

It is very important that these boards hear from you as they decide whether or not to support our proposal.

Please take the following actions today:

Action 1 ==> Email members of the Select Board asking them to support Article 26 (see talking points below). Please send your email to: [Dfields@brooklinema.gov](mailto:Dfields@brooklinema.gov) ([Devon Fields](#)).

Action 2 ==> Email members of the Housing Advisory and Economic Development Advisory Boards asking them to support Article 26. Please send your email to: [VBullock@brooklinema.gov](mailto:VBullock@brooklinema.gov) (Virginia Bullock), [Kbrewton@brooklinema.gov](mailto:Kbrewton@brooklinema.gov) (Kara Brewton).

Action 3 Register to attend and speak at the hearings

- Select Board Tuesday, October 19 7 00  
[https://brooklinema.zoomgov.com/webinar/register/WN\\_KXl4dKYwRYi7iokAaHWwfQ](https://brooklinema.zoomgov.com/webinar/register/WN_KXl4dKYwRYi7iokAaHWwfQ)
- Housing Advisory and Economic Development Wednesday October 20 5 30  
[https://brooklinema.zoomgov.com/webinar/register/WN\\_eG\\_Gu9ZySIy\\_6vZ8uwL\\_Pw](https://brooklinema.zoomgov.com/webinar/register/WN_eG_Gu9ZySIy_6vZ8uwL_Pw)

Your continued support is greatly appreciated

Brookline By Design Steering Committee and Community Liaison

- *John Doggett Advisory Committee TMM Pct 13*
- *Gina Hahn, Mothers Out Front, TMM Pct. 3*
- *Steve Kanes Advisory Committee*
- *M. David Lee, President, Stull & Lee, Inc. Architecture & Planning*
- *Linda Olson Pehlke Urban Planner TMM Pct 2*
- *Paul Warren, Advisory Committee, TMM Pct. 1*
- *Neil Wishinsky former Chair Select Board Advisory Committee TMM Pct 5*
- *Community Liaison, Lynda Roseman, TMM Pct. 14, Brookline Neighborhood Alliance*

## TALKING POINTS

### The Problem

- The current zoning bylaw is based on 1960's land use concepts, which encouraged the separation of uses and automobile dependency.
- Decades of incremental one off zoning changes has not allowed for any real land use planning on a town-wide scale.
- Other pressing concerns around affordable and workforce housing, climate resiliency, commercial district vibrancy, access and mobility, equitable land use decisions, historic preservation, and other issues are being addressed in a piecemeal fashion through a patchwork of one-off zoning changes.
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- Our zoning bylaw does not address the impact of COVID and the resulting evolving trends in commuting and housing, as well as the growing awareness that our health and wellbeing depend on access to the outdoors and recreation.

### The Solution

- The Town needs to start the necessary work to develop a fact based, future land use scenario for Brookline 2030 and beyond that involves all stakeholders in determining the future of our community
- The project will not slow down and will leverage existing study efforts related to commercial development, affordable housing and corridor specific studies such as Boylston Street/Route 9.

Brookline By Design | Henry Street, Brookline, MA 02445

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## 6.A.

### OFFICE OF THE SELECT BOARD

#### MEMORANDUM

TO: Each Member of the Board

FROM: Melissa Goff, Deputy Town Administrator

RE: **Draft vote STM1 Article 1**

DATE: 10/27/21

---

The recommended vote under Special Town Meeting 1 Article 1 is as follows:

#### Recommended Vote:

VOTED: That the Town:

- 1) Amend the FY2022 budget as shown below and in the attached Amended Tables I and II:

ITEM #	ORIGINAL BUDGET	PROPOSED CHANGE	AMENDED BUDGET
21. Schools	\$119,870,476	\$1,196,071	\$121,066,547
24. Collective Bargaining Reserve	\$415,000	\$791,587	\$1,206,587

- 2) Appropriate \$99,854.75 to be expended under the direction of the Commissioner of Public Works to address the impact of transportation network services on municipal roads, bridges and other transportation infrastructure and to meet the appropriation transfer \$81,753.60 from the Transportation Network Company (TNC) special revenue account and transfer \$18,101.15 from the Police Department's FY2019 TNC fund balance.
- 3) Appropriate \$200,000 to be expended under the direction of the Town Administrator, for the racial equity fund as established through the MOA with the Brookline Community Foundation dated 6/29/21 and to meet the appropriation transfer \$200,000 from the HCA stabilization fund.

FY2022 BUDGET - TABLE 1 MAY, 2021

		FY19 ACTUAL	FY20 ACTUAL	FY21 BUDGET	FY22 BUDGET	PROPOSED AMENDMENT	FY22 ADJUSTED BUDGET	\$\$ CHANGE FROM FY21	% CHANGE FROM FY21
	<b>REVENUES</b>								
	Property Taxes	224,490,569	234,846,238	254,898,615	270,104,696		270,104,696	15,206,081	6.0%
	Local Receipts	35,725,309	36,878,485	25,183,825	23,951,386	2,000,000	25,951,386	767,561	3.0%
	State Aid	22,112,759	22,259,149	22,371,084	22,835,638	(14,014)	22,821,624	450,540	2.0%
	Free Cash	8,427,936	9,081,257	11,065,720	10,401,890		10,401,890	(663,830)	-6.0%
	Other Available Funds	4,872,678	3,188,731	4,390,037	3,329,073		3,329,073	(1,060,964)	-24.2%
	<b>TOTAL REVENUE</b>	<b>295,629,251</b>	<b>306,253,860</b>	<b>317,909,281</b>	<b>330,622,683</b>	<b>1,985,986</b>	<b>332,608,669</b>	<b>14,699,388</b>	<b>4.6%</b>
	<b>EXPENDITURES</b>								
	<b>DEPARTMENTAL EXPENDITURES</b>								
	1 . Select Board	708,050	752,179	841,662	968,105		968,105	126,443	15.0%
	2 . Human Resources	498,780	459,435	594,485	604,195		604,195	9,710	1.6%
	3 . Information Technology	2,077,848	1,993,949	2,080,259	2,212,246		2,212,246	131,987	6.3%
	4 . Diversity, Inclusion, and Community Relations	301,017	257,180	327,515	331,266		331,266	3,751	1.1%
	5 . Finance Department	3,280,214	3,276,686	3,316,233	3,368,197		3,368,197	51,964	1.6%
	<i>a. Comptroller</i>	650,453	704,846	686,819	715,461		715,461	28,642	4.2%
	<i>b. Purchasing</i>	724,872	715,553	727,235	709,756		709,756	(17,479)	-2.4%
	<i>c. Assessing</i>	735,490	660,690	738,659	752,421		752,421	13,762	1.9%
	<i>d. Treasurer</i>	1,169,399	1,195,597	1,163,520	1,190,559		1,190,559	27,039	2.3%
	6 . Legal Services	1,166,351	1,149,170	1,057,022	1,081,333		1,081,333	24,311	2.3%
	7 . Advisory Committee	23,805	19,693	28,520	29,007		29,007	487	1.7%
	8 . Town Clerk	758,640	798,563	750,024	617,240		617,240	(132,784)	-17.7%
	9 . Planning and Community Development	1,184,050	1,230,257	1,153,926	1,272,086		1,272,086	118,160	10.2%
	10 . Police	18,578,613	17,742,983	17,386,626	17,493,030		17,493,030	106,404	0.6%
	11 . Fire	15,586,571	16,105,142	15,951,670	16,481,472		16,481,472	529,802	3.3%
	12 . Building	5,511,493	8,158,293	8,831,246	9,587,404		9,587,404	756,158	8.6%
(1)	13 . Public Works	16,069,996	16,360,644	16,008,198	16,668,234		16,668,234	660,036	4.1%
	<i>a. Administration</i>	911,556	966,214	950,304	959,616		959,616	9,312	1.0%
	<i>b. Engineering/Transportation</i>	1,306,949	1,316,971	1,350,119	1,392,568		1,392,568	42,449	3.1%
	<i>c. Highway</i>	5,532,652	6,062,296	5,103,753	5,233,854		5,233,854	130,101	2.5%
	<i>d. Sanitation</i>	3,246,937	3,413,212	4,030,333	4,310,136		4,310,136	279,803	6.9%
	<i>e. Parks and Open Space</i>	3,912,389	3,650,776	3,988,879	4,188,729		4,188,729	199,850	5.0%
	<i>f. Snow and Ice</i>	1,159,513	951,175	584,810	583,331		583,331	(1,479)	-0.3%
	14 . Library	4,249,242	4,241,330	4,000,760	4,262,381		4,262,381	261,621	6.5%
	15 . Health and Human Services	1,408,011	1,324,313	1,568,639	1,595,761		1,595,761	27,122	1.7%
	16 . Veterans' Services	201,513	270,108	312,087	316,384		316,384	4,297	1.4%
	17 . Council on Aging	954,436	966,717	913,379	1,027,656		1,027,656	114,277	12.5%
	18 . Recreation	983,211	1,117,436	1,034,617	1,058,391		1,058,391	23,774	2.3%
(2)	19 . Personnel Services Reserve	715,000	715,000	715,000	715,000		715,000	0	0.0%
(2)	20 . Collective Bargaining - Town	1,400,693	1,505,081	1,910,000	415,000	791,587	1,206,587	(703,413)	-36.8%
	<i>Subtotal Town</i>	<i>73,541,840</i>	<i>76,224,078</i>	<i>78,781,868</i>	<i>80,104,388</i>	<i>791,587</i>	<i>80,895,975</i>	<i>2,114,107</i>	<i>2.7%</i>
	21 . Schools	110,918,206	116,978,533	120,748,990	119,870,476	1,196,071	121,066,547	317,557	0.3%
	22 . Vocational Education Assessments	13,878	26,113	92,895	92,895		92,895	0	-
	<i>Subtotal Education</i>	<i>110,932,084</i>	<i>117,004,646</i>	<i>120,841,885</i>	<i>119,963,371</i>	<i>1,196,071</i>	<i>121,159,442</i>	<i>317,557</i>	<i>0.3%</i>
	<b>TOTAL DEPARTMENTAL EXPENDITURES</b>	<b>184,473,924</b>	<b>193,228,724</b>	<b>199,623,752</b>	<b>200,067,759</b>	<b>1,987,658</b>	<b>202,055,417</b>	<b>2,431,664</b>	<b>1.2%</b>
	<b>NON-DEPARTMENTAL EXPENDITURES</b>								
(1)	23 . Employee Benefits	62,487,155	65,149,336	68,518,848	71,554,793		71,554,793	3,035,945	4.4%
(3)	<i>a. Pensions</i>	23,785,769	24,917,372	26,569,845	28,490,221		28,490,221	1,920,376	7.2%
	<i>b. Group Health</i>	29,632,981	30,539,855	32,701,792	33,305,817		33,305,817	604,025	1.8%
(3)	<i>c. Retiree Group Health Trust Fund (OPEB's)</i>	4,570,465	4,781,980	4,181,979	4,181,979		4,181,979	0	0.0%
	<i>d. Group Life</i>	132,351	127,452	145,000	145,000		145,000	0	0.0%
	<i>e. Disability Insurance</i>	43,808	48,480	46,000	46,000		46,000	0	0.0%
(3)	<i>f. Worker's Compensation</i>	1,450,000	2,050,000	1,850,000	1,850,000		1,850,000	0	0.0%
(3)	<i>g. Public Safety IOD Medical Expenses</i>	200,000		0	0		0	0	-
(3)	<i>h. Unemployment Compensation</i>	200,000	200,000	200,000	525,000		525,000	325,000	162.5%

## 6.A.

		FY19 ACTUAL	FY20 ACTUAL	FY21 BUDGET	FY22 BUDGET	PROPOSED AMENDMENT	FY22 ADJUSTED BUDGET	\$\$ CHANGE FROM FY21	% CHANGE FROM FY21
	<i>i. Medical Disabilities</i>	18,846	13,694	40,000	40,000		40,000	0	0.0%
	<i>j. Medicare Coverage</i>	2,452,935	2,470,503	2,784,233	2,970,776		2,970,776	186,544	6.7%
(2)	24 . Reserve Fund	1,785,722	2,521,043	3,620,855	3,829,013		3,829,013	208,158	5.7%
	25 . HCA Reserve Fund	0	0	701,485	0		0	(701,485)	-100.0%
	26 . Stabilization Fund	0	0	1,000,000	2,829,788		2,829,788	1,829,788	183.0%
	27 . Affordable Housing	545,112	200,000	726,549	80,737		80,737	(645,812)	-88.9%
	28 . Liability/Catastrophe Fund	456,762	389,700	49,729	81,223		81,223	31,494	63.3%
	29 . General Insurance	416,563	506,914	703,507	883,358		883,358	179,851	25.6%
	30 . Audit/Professional Services	131,994	122,128	142,000	147,000		147,000	5,000	3.5%
(5)	31 . Contingency Fund	14,754	61,069	10,000	10,000		10,000	0	0.0%
	32 . Out-of-State Travel	1,677	1,276	0	0		0	0	-
	33 . Printing of Warrants & Reports	54,633	49,666	45,000	45,000		45,000	0	0.0%
	34 . MMA Dues	13,121	13,226	13,891	14,239		14,239	348	2.5%
	<i>Subtotal General</i>	3,420,338	3,865,022	7,013,016	7,920,358		7,920,358	907,342	12.9%
(1)	35 . Borrowing	15,631,273	17,976,346	25,204,625	34,516,793		34,516,793	9,312,168	36.9%
	<i>a. Funded Debt - Principal</i>	10,195,000	11,333,360	13,674,000	19,377,067		19,377,067	5,703,067	41.7%
	<i>b. Funded Debt - Interest</i>	4,977,927	6,468,027	11,237,370	14,879,226		14,879,226	3,641,856	32.4%
	<i>c. Bond Anticipation Notes</i>	456,250	140,217	233,256	200,500		200,500	(32,756)	-14.0%
	<i>d. Abatement Interest and Refunds</i>	2,095	34,742	60,000	60,000		60,000	0	0.0%
	<b>TOTAL NON-DEPARTMENTAL EXPENDITURES</b>	<b>81,538,766</b>	<b>86,990,704</b>	<b>100,736,489</b>	<b>113,991,944</b>	<b>0</b>	<b>113,991,944</b>	<b>13,255,454</b>	<b>13.2%</b>
	<b>TOTAL GENERAL APPROPRIATIONS</b>	<b>266,012,690</b>	<b>280,219,428</b>	<b>300,360,242</b>	<b>314,059,703</b>	<b>1,987,658</b>	<b>316,047,361</b>	<b>15,687,119</b>	<b>5.2%</b>
	<b>SPECIAL APPROPRIATIONS</b>								
	36 . Voting Machines (revenue financed)				130,000		130,000		
	37 . Police/Fire Radio Infrastructure (revenue financed)				900,000		900,000		
	38 . Parking Meters (revenue financed)				140,000		140,000		
	39 . Wash/Harv/Kent/Davis Traffic Signal Upgrade (revenue financed)				140,000		140,000		
	40 . Accessible Pedestrian Signal Conversion (revenue financed)				50,000		50,000		
	41 . Street Rehab. (revenue financed)				2,072,224		2,072,224		
	42 . Sidewalk Repair/Reconstruction (revenue financed)				344,000		344,000		
	43 . Washington St. Rehab and Complete Streets (revenue financed)				600,000		600,000		
	44 . Stormwater Improvements (revenue financed Water and Sewer fund)				400,000		400,000		
	45 . Water Meter MTU Replacement (revenue financed Water and Sewer fund)				280,000		280,000		
	46 . Willow Pond Environmental Restoration (revenue financed Water and Sewer fund)				280,000		280,000		
	47 . Playground Equipment, Fields, Fencing (revenue financed)				260,000		260,000		
	48 . Town/School Grounds Rehab (revenue financed)				165,000		165,000		
	49 . Tree Removal and Replacement (revenue financed)				482,224		482,224		
	50 . Town/School ADA Renovations (revenue financed)				85,000		85,000		
	51 . Town/School Energy Conservation Projects (revenue financed)				165,000		165,000		
	52 . Public Building Fire Alarm upgrades (revenue financed)				175,000		175,000		
	53 . Town/School Bldg Security / Life Safety Systems (revenue financed)				170,000		170,000		
	54 . Classroom Capacity (revenue financed)				1,738,600		1,738,600		
	55 . Water System Improvements (utility bond)				2,000,000		2,000,000		
	56 . Wastewater System Improvements (utility bond)				3,000,000		3,000,000		
	57 . Murphy Playground (bond)				915,000		915,000		
	58 . Robinson Playground (bond)				1,150,000		1,150,000		
	59 . Town/School Bldg Envelope/Fenestration Repairs (bond)				750,000		750,000		
							0		
(4)	<b>TOTAL REVENUE-FINANCED SPECIAL APPROPRIATIONS</b>	<b>10,979,868</b>	<b>9,949,094</b>	<b>8,828,250</b>	<b>7,617,048</b>	<b>0</b>	<b>7,617,048</b>	<b>(1,211,202)</b>	<b>-13.7%</b>
	<b>TOTAL APPROPRIATED EXPENDITURES</b>	<b>276,992,558</b>	<b>290,168,522</b>	<b>309,188,492</b>	<b>321,676,751</b>	<b>1,987,658</b>	<b>323,664,409</b>	<b>14,475,917</b>	<b>4.7%</b>
	<b>NON-APPROPRIATED EXPENDITURES</b>								
	Cherry Sheet Offsets	88,500	89,070	86,027	103,231	(1,672)	101,559		



## 6.A.

		FY19 ACTUAL	FY20 ACTUAL	FY21 BUDGET	FY22 BUDGET	PROPOSED AMENDMENT	FY22 ADJUSTED BUDGET	\$\$ CHANGE FROM FY21	% CHANGE FROM FY21
	State & County Charges	6,672,137	6,826,231	6,779,677	6,934,714		6,934,714		
	Overlay	1,762,675	1,785,140	1,830,085	1,882,988		1,882,988		
	Deficits-Judgments-Tax Titles	25,000	25,000	25,000	25,000		25,000		
	<b>TOTAL NON-APPROPRIATED EXPEND.</b>	<b>8,548,312</b>	<b>8,725,441</b>	<b>8,720,789</b>	<b>8,945,932</b>	<b>(1,672)</b>	<b>8,944,260</b>	<b>223,472</b>	<b>2.6%</b>
	<b>TOTAL EXPENDITURES</b>	<b>285,540,869</b>	<b>298,893,963</b>	<b>317,909,280</b>	<b>330,622,683</b>	<b>1,985,986</b>	<b>332,608,669</b>	<b>14,699,389</b>	<b>4.6%</b>
	<b>SURPLUS/(DEFICIT)</b>	<b>10,088,382</b>	<b>7,359,897</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	

(1) Breakdown provided for informational purposes.

(2) Figures provided for informational purposes. Funds were transferred to departmental budgets for expenditure.

(3) Funds are transferred to trust funds for expenditure.

(4) Amounts appropriated. Bonded appropriations are not included in the total amount, as the debt and interest costs associated with them are funded in the Borrowing category (item #35).

## FY22 BUDGET - TABLE 2 MAY 2021 FINAL MOTION

6.A.

Department/Board/Commission	Personnel Services/ Benefits	Purchase of Services	Supplies	Other Charges/ Expenses	Utilities	Capital Outlay	Inter-Govt'al	Debt Service	Agency Total
Select Board (Town Administrator)	894,122	60,880	3,048	7,900		2,155			968,105
Human Resources Department (Human Resources Director)	321,796	239,359	14,900	26,500		1,640			604,195
Information Technology Department (Chief Information Officer)	1,242,973	675,773	10,350	15,050		268,100			2,212,246
Diversity, Inclusion, and Community Relations (Director)	304,391	20,000	3,000	3,000		875			331,266
Finance Department (Director of Finance)	2,459,347	824,334	46,960	28,707	1,219	7,630			3,368,197
Legal Services (Town Counsel)	812,449	183,269	2,500	81,500		1,615			1,081,333
Advisory Committee (Chair, Advisory Committee)	24,867		3,275	570		295			29,007
Town Clerk (Town Clerk)	490,288	110,172	15,250	500		1,030			617,240
Planning and Community Department (Plan. & Com. Dev. Dir.)	1,163,790	91,034	9,712	4,550		3,000			1,272,086
Police Department (Police Chief)	16,137,780	516,731	122,857	28,300	291,193	396,169			17,493,030
Fire Department (Fire Chief)	15,865,351	168,426	126,952	27,100	225,037	68,606			16,481,472
Public Buildings Department (Building Commissioner)	2,930,001	3,745,951	24,575	5,248	2,825,759	55,870			9,587,404
Public Works Department (Commissioner of Public Works)	8,710,724	5,121,628	970,261	45,500	1,132,392	687,730			16,668,233
Public Library Department (Library Board of Trustees)	3,136,179	236,861	583,525	4,700	257,992	43,124			4,262,381
Health & Human Services Department (Health & Human Svcs Dir)	1,282,613	221,514	35,100	4,120	47,629	4,785			1,595,761
Veterans' Services (Veterans' Services Director)	154,997	2,388	1,150	157,339		510			316,384
Council on Aging (Council on Aging Director)	890,566	48,418	18,846	4,250	59,876	5,700			1,027,656
Recreation Department (Recreation Director)	758,855	23,037	86,480	12,400	174,619	3,000			1,058,391
School Department (School Committee)									121,066,547
<b>Total Departmental Budgets</b>	<b>57,581,089</b>	<b>12,289,775</b>	<b>2,078,741</b>	<b>457,234</b>	<b>5,015,716</b>	<b>1,551,834</b>			<b>200,040,934</b>
<b>DEBT SERVICE</b>									
Debt Service (Director of Finance)								34,516,793	34,516,793
<b>Total Debt Service</b>								<b>34,516,793</b>	<b>34,516,793</b>
<b>EMPLOYEE BENEFITS</b>									
Contributory Pensions Contribution (Director of Finance)	28,490,221								28,490,221
Group Health Insurance (Human Resources Director)	33,305,817								33,305,817
Retiree Group Health Insurance - OPEB's (Director of Finance)	4,181,979								4,181,979
Group Life Insurance (Human Resources Director)	145,000								145,000
Disability Insurance	46,000								46,000
Workers' Compensation (Human Resources Director)	1,850,000								1,850,000
Unemployment Insurance (Human Resources Director)	525,000								525,000
Ch. 41, Sec. 100B Medical Benefits (Town Counsel)	40,000								40,000
Medicare Payroll Tax (Director of Finance)	2,970,776								2,970,776
<b>Total Employee Benefits</b>	<b>71,554,793</b>								<b>71,554,793</b>
<b>GENERAL / UNCLASSIFIED</b>									
Vocational Education Assessments									92,895
Reserve Fund (*) (Chair, Advisory Committee)				3,829,013					3,829,013
Stabilization Fund (Director of Finance)				2,829,788					2,829,788
Liability/Catastrophe Fund (Director of Finance)				81,223					81,223
Housing Trust Fund (Planning & Community Development Dir.)				80,737					80,737
General Insurance (Town Administrator)		883,358							883,358
Audit/Professional Services (Director of Finance)		147,000							147,000
Contingency (Town Administrator)				10,000					10,000
Out of State Travel (Town Administrator)									
Printing of Warrants (Town Administrator)	15,000	20,000	10,000						45,000
MMA Dues (Town Administrator)				14,239					14,239
Town Salary Reserve (*) (Director of Finance)	1,206,587								1,206,587
Personnel Services Reserve (*) (Director of Finance)	715,000								715,000
<b>Total General / Unclassified</b>	<b>1,936,587</b>	<b>1,050,358</b>	<b>10,000</b>	<b>6,845,000</b>					<b>9,934,840</b>
<b>TOTAL GENERAL APPROPRIATIONS</b>	<b>131,072,469</b>	<b>13,340,133</b>	<b>2,088,741</b>	<b>7,302,234</b>	<b>5,015,716</b>	<b>1,551,834</b>		<b>34,516,793</b>	<b>316,047,361</b>

(\*) NO EXPENDITURES AUTHORIZED DIRECTLY AGAINST THESE APPROPRIATIONS. FUNDS TO BE TRANSFERRED AND EXPENDED IN APPROPRIATE DEPT.